City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, May 03, 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/86298952088

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

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: 862 9895 2088 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 comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. 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

Closed Session Report

City Employee Recognition

1. City Employee Recognitions
Requested Action / Suggested Motions: Two new employees will be introduced to City Council. Two employees will be recognized for reaching 20 Years-Service and one employee for reaching 15 Years-Service.
Responsible Staff Member: Various
Item 1 - Executive Summary.pdf
01-Staff Report Employee Service 05 03 2022.pdf

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 and Student Advisory 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 approving the March 29, 2022 and April 5,

2022 City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk
Item 2 - Executive Summary.pdf
03 29 2022 Minutes.pdf
04 05 2022 Minutes.pdf

3. Revised 2022 City Council Meeting Schedule
Requested Action / Suggested Motions: Pass a Resolution approving the revised 2022 City Council Meeting Schedule with the June 21 meeting beginning at 9 a.m. instead of 5:30 p.m.
Responsible Staff Member: Susan Blankenship, City Clerk
Item 3 - Executive Summary.pdf
01-Staff Report - Revised 2022 City Council Meeting Schedule.docx
02-Resolution - Revised 2022 City Council Regular Meeting Schedule.docx
03-Exhibit A to Resolution - Meeting Schedule.pdf

4. City of South Lake Tahoe Annual Comprehensive Financial Report, including the Independent Auditor's Report on Basic Financial Statements and Agreed Upon Procedures Report on Compliance with the Article XIII-B 2020-21 Appropriation Limit Calculations
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Olga Tikhomirova, Director of Finance
Item 4 - Executive Summary.pdf
01-Staff Report - ACFR 20-21
02 - City of South Lake Tahoe Annual Report.pdf
03-City of South Lake Tahoe 2021 Final GANN AUP Report.pdf

5. Ordinance – Amendments to South Lake Tahoe City Code Section 4.150.210 (Placement of Residential Containers for Collection Purposes) to Require Better Trash Management (Second Reading)
Requested Action / Suggested Motions: Pass an Ordinance amending Section 4.150.210 (Placement of Residential Containers for Collection Purposes) of the South Lake Tahoe City Code to require better trash management.
Responsible Staff Member: Sara Letton, Sustainability Coordinator
Item 5 - Executive Summary.pdf
01-Staff Report - Better Trash Management Ordinance Second Reading.docx
02-Better Trash Behavior Ordinance.docx
03-Redline of Ordinance Amendment.pdf
04-Notice of Legal Publication -Trash Behavior Ordinance.doc

6. Ordinance - Military Equipment Use Policy (Second Reading)
Requested Action / Suggested Motions: Pass an Ordinance approving a military equipment use policy for the Police Department.
Responsible Staff Member: David Stevenson, Police Chief

Item 6 - Executive Summary.pdf
01 - Staff Report - Military Equipment Use (Second Reading).docx
02 - Ordinance - Military Equipment Use.docx
03 - Policy (Attachment 03 to Ordinance).docx
04 - Equipment List (Attachment 04 to Ordinance).docx
05-Notice of Legal Publication- Military Equipment Use Policy.doc

7. Professional Services Agreement with Black Eagle Consulting, Inc. for On-Call Construction Materials Testing and Inspection Assistance Services
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Black Eagle Consulting, Inc. for On-Call Construction Materials Testing and Inspection Assistance Services in an amount not to exceed $143,315 .
Responsible Staff Members: Mark Frisina, Resident Engineer, and Randy Carlson, Associate Civil Engineer
Item 7 - Executive Summary.pdf
01-Staff Report - Materials Testing and Inspection Assistance.docx
02-PSA Black Eagle Consulting
03-Black Eagle Consulting Proposal

8. Professional Services Agreement with Willdan Engineering for On-Call Labor Compliance Specialist Services
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Willdan Engineering for On-Call Labor Compliance Specialist Services in an amount not to exceed $137,398.
Responsible Staff Members: Randy Carlson, Associate Civil Engineer, and Mark Frisina, Resident Engineer
Item 8 - Executive Summary.pdf
01-Staff Report -PSA with Willdan.docx
02-Willdan Proposal.pdf
03-PSA with Willdan.pdf

9. Maintenance Agreement with Caltrans for Parking Wayfinding Signs on U.S. 50
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Maintenance Agreement with the California Department of Transportation for parking wayfinding signs on U.S. 50.
Responsible Staff Members: Anush Nejad, Director of Public Works and Randy Carlson, Associate Civil Engineer

Item 9 - Executive Summary.pdf
01-Staff Report - Maintenance Agreement.docx
02-Wayfinding Sign.pdf
03-Maintenance Agreement CalTRANS Wayfinding Signs.docx
04-Tahoe Crescent Pre-Litigation Settlement Agreement.pdf

10. Professional Services Agreement with BAE Urban Economics, Inc. for Feasibility Study on Local Funding Source for Housing Initiatives
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with BAE Urban Economics, Inc. for a Feasibility Study on Local Funding Source for Housing Initiatives in an amount not to exceed $133,190.
Responsible Staff Members: Zach Thomas, Housing Manager and Jessica Wackenhut Lomeli, Associate Housing Planner
Item 10 - Executive Summary.pdf
01-Staff Report - Housing Feasibility Study.docx
02-Reso. No. 2021-056 REAP Grant.pdf
03-PSA with BAE Urban Economics.pdf

11. Amendment to Professional Services Agreement with Walker Telecomm, Inc. to Install Generator for Emergency Communications System Power Resiliency
Requested Action / Suggested Motions: 1) Pass a Resolution appropriating Measure S funds in the amount of $96,400 to purchase and install one (1) backup power generator at the Police Station for emergency communications system power resiliency; and 2) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Walker Telecomm to purchase and install the generator for $96,400.
Responsible Staff Members: Jim Marino, Capital Improvements Manager
Item 11 - Executive Summary.pdf
01-Staff Report-Communications System Generator.docx
02-Walker Telecom Generator Install Scope of Work
03-Amendment to Purchase Agreement Walker Telecom
04-Generator Specifications
05-Enclosure Specifications
06-Fuel Tank Specifications
07-ATS Specifications
08-Resolution Appropriating Measure S Funds.docx

12. Professional Services Agreement with Neo Connect for Broadband Feasibility Study
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Neo Connect to prepare the Broadband Feasibility Study for $172,700, plus a 10% contingency, for a total amount not to exceed $189,970.
Responsible Staff Member: Anush Nejad, Director of Public Works

Item 12 - Executive Summary.pdf
01-Staff_Report_Broadband_Services.docx
02 - Professional Services Agreement NEO Connect.docx
03 - NEO Proposal.pdf

13. Ratification of California Department of Alcoholic Beverage Control Grant Application
Requested Action / Suggested Motions: Pass a Resolution ratifying application for grant, and if awarded, authorizing acceptance, budget, and reimbursement of a grant from the California Department of Alcoholic Beverage Control in an amount up to $98,136 to facilitate enforcement and education efforts for alcohol related offenses for State Fiscal Year 2022-2023.
Responsible Staff Member: David Stevenson, Chief of Police
Item 13 - Executive Summary.pdf
01 - Staff Report - ABC Grant 22-23.docx
02 - Resolution - ABC Grant 22-23.docx
03-ABC Grant Application 22-23 (Exh. A to Reso).pdf

14. Amendment to the Surplus Land Inventory
Requested Action / Suggested Motions: Pass a Resolution approving the amended surplus land inventory.
Responsible Staff Member: Madison Dederick, Assistant Planner
Item 14 - Executive Summary.pdf
01 - Staff Report - Amendment to the Surplus Land Inventory.docx
02-Resolution-Amendments to Surplus Land Inventory.docx

Public Hearing

15. Annual Public Hearing for Continued Snow Removal Equipment Purchase Funded Through the Existing County Service Area No. 3 Parcel Assessment
Requested Action / Suggested Motions: Pass a Motion directing the City Clerk to prepare and submit a Minute Order of this Public Hearing to El Dorado County.
Responsible Staff Member: Anush Nejad, Director of Public Works

Item 15 - Executive Summary.pdf
01-Staff_Report__CSA__3_2022.docx
02 - CSA3-Direct-Charge 2021.pdf
03-Public Hearing Notice Affidavit.pdf

Regular-Unfinished Business

16. Professional Services Agreement with Ralph Andersen & Associates for Classification and Compensation Study
Requested Action / Suggested Motions: 1) Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Ralph Andersen & Associates for Classification and Compensation Study in an amount not to exceed $84,500; and 2) Pass a Resolution allocating $84,500 from undesignated funds from the 2021-2022 fiscal budget for this project.
Responsible Staff Member: Tom Stuart, Assistant to the City Manager II

Item 16 - Executive Summary.pdf
01-Staff_Report_-_Classification___Compensation_Study.docx
02-Resolution-Award_of_Classification_and_Compensation_Study.docx
03-RFP 2022-03-07 Classification and Compensation.pdf
04-Professional Services Agreement with Ralph Andersen & Associates.docx

17. Lease Agreement with Bydand Unlimited Trust for the Bijou Golf Course Parking Lot
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the three-year Lease Agreement with Bydand Unlimited Trust for a parking lot for the Bijou Golf Course with rent of $19,161 for 2022 with an annual increase based on the Consumer Price Index.
Responsible Staff Member: Lauren Thomaselli, Parks and Recreation Director
Item 17 - Executive Summary.pdf
01-Staff Report - Lease Agreement - Bijou Golf Course Parking Lot.docx
02-Correspondence to Mary McCall.pdf
03-Proposed McCall Agreement.pdf
04-Exhibit 1 Property Map
05-Proposed City Agreement.pdf

18. Appropriation of $35,000 from General Fund Undesignated Excess Reserves for Settlement of Deborah Perez v. City of South Lake Tahoe, et al.
Requested Action / Suggested Motions: Pass a Resolution appropriating $35,000 from General Fund Undesignated Excess Reserves for payment under the Settlement Agreement and Release with Deborah Perez regarding alleged violations of the Americans with Disabilities Act at the Campground by the Lake.
Responsible Staff Members: Dan Bardzell, Assistant City Attorney and Heather Stroud, City Attorney
Item 18 - Executive Summary.pdf
01-Staff_Report_-_Deborah_Perez_Settlement.docx

02-City_Council_Resolution_-_Deborah_Perez_Settlement.docx
03-Settlement Agreement

Regular-New Business

19. Policies Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Residential Allocations and Development Commodities and Land Coverage Owned by the City of South Lake Tahoe
Requested Action / Suggested Motions: 1) Pass a Resolution approving revised Residential Allocation Procedures; and, 2) Pass a Resolution approving revised Policy Regarding TRPA Commodities.
Responsible Staff Member: Hilary Roverud, Director of Development Services
Item 19 - Executive Summary.pdf
01-Staff Report - Commodity Distribution.docx
02-Res 2021-036 Residential Allocation Procedures.pdf
03-Res 2019-067 Policy Regarding TRPA Commodities.pdf
02-Resolution Revised Residential Allocation Proceedures.pdf
05-Resolution Revised Policy Regarding TRPA Comodities.pdf

20. Presentation by Lime on 2021 Season; Direction Regarding Winter Operations for Shared Mobility Devices
Requested Action / Suggested Motions: (1) Receive presentation from Lime; and (2) Provide direction to staff on whether to amend Shared Mobility Device Ordinance to allow for winter operations.
Responsible Staff Members: Joseph Irvin, City Manager and Heather Stroud, City Attorney
Item 20 - Executive Summary.pdf
01-Lime Presentation.pdf

21. Single Room Occupancy Program Fee Exemption for Tahoe Coalition for the Homeless
Requested Action / Suggested Motions: Pass a Resolution authorizing waiving outstanding fees and interest in addition to projected annual Single Room Occupancy program fees for the Tahoe Coalition for the Homeless.
Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner
Item 21 - Executive Summary.pdf
01-Staff_Report_TCH_SRO_Exemption_rl.docx
02-TCH CSLT MOU.pdf
03-TCH CSLT Operating Agreement.pdf
04-Resolution TCH Fee Waiver.docx

22. Memorandum of Understanding with Lake Tahoe Historical Society for Improvements to the Al Tahoe Pioneer Cemetery
Requested Action / Suggested Motions: Pass a Motion authorizing the Mayor to Execute a Memorandum of Understanding with the Lake Tahoe Historical Society for Improvements to the Al Tahoe Pioneer Cemetery.
Responsible Staff Members: Lauren Thomaselli, Parks and Recreation Director and Faye-Marie Pekar, Engineering Technician, Public Works
Item 22 - Executive Summary.pdf
01-Staff Report - Al Tahoe Cemetery.docx
02-MOU - Al Tahoe Pioneer Cemetery.pdf
03-Property Profile.pdf

23. Resolution of Intention to Modify South Lake Tahoe Tourism Improvement District Management Plan
Requested Action / Suggested Motions: Pass a Resolution Declaring Intention to Modify South Lake Tahoe Tourism Improvement District Management District Plan and Fixing Time and Place of Public Hearing.
Responsible Staff Member: Heather Stroud, City Attorney
Item 23 - Executive Summary.pdf
01 - Staff Report for Resolution of Intention.docx
02 - Resolution of Intention.docx
03 - Letter from SLTTID Requesting Modification.docx
04 - Redline of Requested Modifications to SLTTID Management District Plan.pdf
05 - SLTTID Revised Bylaws.pdf

24. Funding Agreement with the South Shore Transportation Management Association for $150,000 Contribution to South Shore Microtransit Service
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Funding Agreement with the Shore Transportation Management Association for a $150,000 Contribution for Mictrotransit Service.
Responsible Staff Members: Joe Irvin, City Manager and Lindsey Baker, Assistant to the City Manager/Public Information Officer
Item 24 - Executive Summary.pdf
01-Staff Report - SSTMA Funding Agreement.docx
02-SSTMA Funding Agreement.pdf

25. Amendments to City Manager Employment Agreement
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Amended and Restated City Manager Employment Agreement increasing base compensation from $178,500 to $196,350 (effective October 1, 2022), and beginning in October 2023, adjusting annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2.
Responsible Staff Member: Tom Stuart, Assistant to the City Manager
Item 25 - Executive Summary.pdf
01-Staff_Report_-_Amendment_to_City_Manager_Employment_Agreement_.docx
02-Resolution_-_Amendments_to_the_City_Manager_Employment_Agreement (1).docx
03-(Redline) Amendments to City Manager Employment Agreement.pdf
04-Amended and Restated Employment Agreement with City Manager (Exh. A to Reso.).docx
05-CM Salary Table 2022.pdf

26. Amendments to City Attorney Employment Agreement
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Amended and Restated City Attorney Employment Agreement increasing base compensation from $176,256 to $193,881 (effective October 1, 2022), and beginning October 2023, adjusting annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2.
Responsible Staff Member: Tom Stuart, Assistant to the City Manager II
Item 26 - Executive Summary.pdf
01-Staff_Report_-_Amendment_to_City_Attorney_Employment_Agreement_.docx
02-Resolution_-_Amendments_to_the_City_Attorney_Employment_Agreement.docx
03-(Redline) Amendments to City Attorney Employment Agreement.pdf

04-Amended and Restated Employment Agreement with City Attorney (Exh. A to Reso.).docx
CA Salary Table 2022.pdf

Agenda Planning Calendar

27. Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager
Item 27- Executive Summary.pdf
APC - April 27, 2022.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 May 3, 2022 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, April 28, 2022 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 April 28, 2022
\\sb\\
Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 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 20 Years-Service and one employee for reaching 15 Years-Service.
Responsible Staff Member: Various

Responsible Staff Member: Various Departments

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

01-Staff Report Employee Service 05 03 2022.pdf

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

Meeting Date: May 3, 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
Akemi Nishimura, Accountant 1

City Attorney
Elizabeth McSorley, Paralegal

Service Awards:

Development Services
Lydia Zuniga, Program Coordinator – 20-Years' service

Public Works
Pedro Lopez, Maintenance Technician III – 20 Years' Service

Fire Department
Tyler Jack, Fire Suppression – 15 Years' Service

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 2

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the March 29, 2022 and April 5, 2022 City Council meeting minutes..

Requested Action / Suggested Motions: Pass a Motion approving the March 29, 2022 and April 5, 2022 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:

Attachments:

03 29 2022 Minutes.pdf
04 05 2022 Minutes.pdf

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, March 29, 2022 at 9:00 a.m.
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.

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

Roll Call
Present were Mayor Middlebrook, Councilmembers Bass, Creegan, Friedrich and Wallace.

Also present were City Manager Irvin, City Attorney Stroud, and City Clerk Blankenship.

Public Communications
None.

Regular-New Business

1. **Strategic Planning Advance**
   Note: City Manager distributed written material and staff provided a PowerPoint Presentation.
   Action: Received updates from staff on current issues and trends facing the City and participated in a discussion facilitated by consultant Reva Feldman, LLC on matters related to economic development and quality of life. City Council provided direction to the City Manager on five identified strategic priorities:

   (1) Redevelopment

   Directed staff to create a summary of all vacant/underused properties including square footage, zoning, and property ownership and return to Council. Council will then provide staff with a priority list of properties to focus on and then work with property owners on potential redevelopment.

   - Identify focus areas: Lakeview to Lakeside and Y
   - Renew/update commercial standards

(2) Transportation

Create a transit and mobility hub. The goal is to get people out of cars and reduce Vehicle Miles Traveled.

- Park Once program
- Staff to talk to casinos and ski resorts on bus program.

(3) Quality of Life

Direct staff to develop marketing, programs and amenities that help reimagine tourism while maintaining residential quality of life

(4) Business Resiliency

Directed staff to work with chamber and businesses to ensure continuity of services and business operations during disasters.

- Community wide Emergency preparedness -hardening
- Redundancy, peaks and valleys of visitors

(5) Infrastructure

Directed staff to capitalize on grant funding and development projects to enhance City infrastructure projects that improve the quality of life and recreational experience for residents and visitors.

- Improve relationship with Caltrans
- Outdoor dining/signage

Note: Council took a lunch recess from 11:30-12:15 p.m.

Adjournment

At approximately 1:26 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
City Council and South Tahoe Joint Powers Parking Financing Authority
Meeting Minutes
Tuesday, April 05, 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

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Call to Order/Pledge of Allegiance
At 9:12 a.m. Mayor Middlebrook called the meeting to order. Middlebrook then led the pledge of allegiance to the flag.

Roll Call
Present were Mayor Middlebrook, Councilmembers Bass, Creegan, Friedrich and Wallace.

Also present were City Manager Irvin, City Attorney Stroud, and City Clerk Blankenship.

Closed Session Report
No reportable action.

City Employee Recognitions

1. **City Employee Recognitions**
   Action: Sara Letton, Sustainability Coordinator and Chris Heckathorn, Public Works were introduced to City Council. Olga Tikhomirova, Finance was recognized for reaching 20 Years-Service.

Proclamation

2. **Proclamation - Child Abuse Prevention Awareness Month**
   Action: Issued Proclamation recognizing April 2022, as "Child Abuse Prevention Awareness Month".
   The following person addressed City Council:
   1. Deanna Santana, El Dorado County Child Abuse Prevention Council

Public Communications

Public Comment was heard from the following people:

1. Mary McCall - Bijou Golf Course *written material distributed
2. Carole Foster – Wagon Train Event * written material distributed
3. Ed Mosur – Tourism Improvement District, Business Improvement District

Written Public Comment was received from the following people:

4. Jim Bohlen – Diana Madson
5. Saundra Edwards – Councilmember Wallace
6. Susan Griffin – Councilmember Creegan
7. Warren Harding – Corey Rich and Chris McNamara
8. Will Irwin – endangered species, environmental concerns
9. Udo Keppler – government corruption
10. Wally Pinniped – Councilmember Wallace
11. John Powell – Bijou Park Creek
12. Phuket Sherpa – Cory Rich
13. Joseph Story – Diana Madson

City Commission Reports

1. David Gregorich, Parks and Recreation Commission

Consent Agenda

Note: Councilmember Friedrich pulled Item 8 off consent.
Note: Councilmembers Friedrich and Creegan recused themselves from voting on Items 6 and 7 due to property interest in the area.
Action: Moved/Seconded: Wallace/Bass
Yes: Bass**,** Creegan, Friedrich, Middlebrook, and Wallace
Action: Passed Consent Agenda Items 3 through Item 7, with noted recusals.

3. **City Council Meeting Minutes**
Action: Passed **Motion 2022-026** approving the March 1, 2022 and March 15, 2022 Regular City Council meeting minutes.

4. Agreement for Consultant Services to Develop a "Reach Code" for Enhanced Building Code Requirements With Integrated Design 360, LLC
Action: Passed **Resolution 2022-027** authorizing $50,000 of American Rescue Plan Act (ARPA) funds for Reach Code development and authorizing and directing the Mayor to execute an Agreement **C-043-2022** for consultant services to develop a reach code with Integrated Design 360, LLC in an amount not to exceed $74,543.

5. **License Agreement with the California Tahoe Conservancy for the Tahoe Valley Stormwater & Greenbelt Improvement Project**
Action: Passed **Motion 2022-031** to approve License Agreement **C-044-2022** between the California Tahoe Conservancy and City of South Lake Tahoe to allow the City and the general public to occupy and use the facilities to be constructed on portions of 17 Conservancy-owned parcels for a 25-year term.

6. Agreement for Third Party Plan Review Services for Multi-Generational Recreation and Aquatics Facility with BPR Consulting Group

Action: Passed **Motion 2022-032** authorizing and directing the Mayor to execute Professional Services Agreement **C-045-2022** with BPR Consulting Group in the amount of $42,800 with an additional contract contingency of 10% ($4,280) for third party plan review services.

Public Comment was heard from the following person:

1. Ed Mosur

Written Public Comment was received from the following person:

2. Grace T.

7. **Grant Acceptance and Fund Appropriation for Campground Restroom Relocation**

Note: City Clerk noted comments from previous meeting on this item which are in the administrative record for the March 3, 2022 meeting.

Action: Passed **Resolution 2022-038** to accept grant awards in the amount of $427,952 through the State of California Department of Parks and Recreation Proposition 68 Per Capita and RIRE grant funding programs and appropriate said grant awards towards the relocation of the existing restroom located at the City's campground for purposes of clearing the existing site for the construction of the city's new Multi-Generational Recreation and Aquatics Facility.

Written Public Comment was received from the following people:

1. Edwin Bustillos
2. Saundra Edwards
3. Val Plumwood
4. Paul Thorpe
5. Grace Thorpe

8 Ordinance - Amendments to Cannabis Ordinance Prohibiting On-Site Consumption, Allowing Increased Cultivation Canopy of 22,000 Square Feet, and Allowing Owners and Operators to Hold More Than One Non-Retail Permit (Second Reading)

Note: Councilmember Bass recused himself from this item and left the meeting.

Action: Moved/Seconded: Friedrich/Creegan

Yes: Creegan, Friedrich and Middlebrook

No: Wallace

Recused: Bass

Action: 1) Passed **Motion 2022-033** finding that the 2030 General Plan EIR 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; and 2) Passed **Motion 2022-034** to hold a second reading (by title only) and adopt **Ordinance 2022-1161** amending Article X (Cannabis Regulations) of Chapter 6.55 of the South Lake Tahoe City Code to prohibit on-site consumption, allow increased cultivation canopy of 22,000 square feet, and allow owners and operators to hold more than one non-retail permit.

Public Comment was heard from the following people:

1. Cody Bass, Tahoe Wellness Center
2. Ed Mosur
3. Mary McCall
4. Melissa Soderston
5. Scott Robbins

Public Hearing

9. Sugar Pine Village Affordable Housing Project - Tax Equity and Fiscal Responsibility Act (TEFRA)

Action: Moved/Seconded: Wallace/Creegan
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Resolution 2022-039** authorizing the issuance of revenue bonds by the California Municipal Finance Authority for the purpose of providing financing for a residential rental housing facility known as Sugar Pine Village Phase 1A.

10. Tentative Subdivision Map approval - 3708 Lake Tahoe Boulevard & 3709 Osgood Avenue Town Homes

Action: Moved/Seconded: Bass/Wallace
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Resolution 2022-040** approving the Tentative Subdivision Map.
Public Comment was heard from the following people:

1. Ed Mosur
2. Gary Midkiff, Midkiff and Associates

11. Department of Alcoholic Beverage Control - Public Convenience or Necessity - Grocery Outlet

Action: Moved/Seconded: Bass/Wallace
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Resolution 2022-041** approving issuance of a Letter of Public Convenience or Necessity to the California Department of Alcoholic Beverage Control for the Issuance of a Type 21 License for the Premises at 2358 Lake Tahoe Boulevard (Grocery Outlet Inc.)
The following people address the City Council:

1. Katie Shardt, Grocery Outlet
2. Veronica Vargas, Entitlement Manager, Grocery Outlet
3. Kim and Ryan Schouten, Grocery Outlet

12. Ski Run Business Improvement District Annual Assessment

Action: Moved/Seconded: Wallace/Friedrich
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Resolution 2022-042** confirming the Ski Run Business Improvement District annual report and levying the assessment for business license year 2022/2023.
Public Comment was heard from the following person:

1. Ed Mosur

Regular-Unfinished Business

13. Contract for the Supply and Installation of LED Lighting Retrofit Assemblies for US 50 Between Trout Creek and Ski Run Blvd. With Advanced Lighting Services, Inc.

Action: Moved/Seconded: Bass/Friedrich
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: 1) Passed **Resolution 2022-043** appropriating funds for the award of a Public Works Contract for LED lighting retrofits to Advanced Lighting Services, Inc. for the project base bid and additive alternates 1 & 2 amount of $150,418.15 and 10% contingency of $15,041.82; and (2) Passed **Motion 2022-035** authorizing and directing the Mayor to execute agreement **C-046-2022** with Advanced Lighting Services, Inc. for the selected amount.
Public Comment was heard from the following person:

1. Ed Mosur

14. Ordinance – Amendments to South Lake Tahoe City Code Section 4.150.210 (Placement of Residential Containers for Collection Purposes) to Require Better Trash Management (First Reading)

Action: Moved/Seconded: Friedrich/Creegan
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Motion 2022-036** to hold a first reading (by title only) of an Ordinance Amending Section 4.150.210 (Placement of Residential Containers for Collection Purposes) of the South Lake Tahoe City Code to Require Better Trash Management, and refer second reading and adoption to the May 3, 2022 meeting.
The following person addressed the City Council:

1. Jeff Tillman, South Tahoe Refuse

Public Comment was heard from the following person:

2. Ed Mosur

Regular-New Business

15. Ordinance - Military Equipment Use Policy (First Reading)

Action: Moved/Seconded: Wallace/Bass
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Motion 2022-037** to hold first reading (by title only) of an Ordinance approving a military equipment use policy and refer second reading and adoption to the May 3, 2022 meeting.
Public Comment was heard from the following person:

1. Ed Mosur

16. Travel Authorization - California Tahoe Alliance Advocacy Days, Sacramento, April 19-20, 2022

Action: Moved/Seconded: Friedrich/Wallace
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Motion 2022-038** authorizing Mayor Middlebrook and Mayor Pro-Tem Creegan to attend the California Tahoe Alliance Advocacy Days in Sacramento. The estimated cost per person is $550.

Regular New Business - South Tahoe Joint Powers Parking Financing Authority

17. Agreement with Walker Consultants for the City Parking Garage Access and Revenue Control System and Modification Project

Action: Moved/Seconded: Bass/Creegan
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Acting as the South Tahoe Joint Powers Parking Financing Authority, Passed **STJPPFA Resolution 2022-003** authorizing and directing the Chair to execute Professional Services Agreement **C-047-2022** with Walker Consultants in the amount of $187,230, and appropriating $205,953 (including contingency) into the Parking Garage Revenue Expense Account for the Parking Garage Access and Revenue Control System and Modification Project.

Agenda Planning Calendar

18. Agenda Planning Calendar

Action: Received.

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

City Clerk:

1. Next scheduled meeting on May 3, 2022, 9:00a.m.

City Manager:

1. Policy on distributing City Owned Commodities

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

Councilmember Friedrich:

1. Multicultural Alliance Subcommittee meeting –Festival scheduled September 24, 2022
2. Tahoe Regional Planning Agency Governing Board Meeting
3. Housing Subcommittee Meeting

Councilmember Wallace

1. Support for House Resolution 6903 (Bass second)

Councilmember Bass:

1. Upcoming Tahoe Transportation District meeting
2. Tahoe Regional Planning Agency meeting

Councilmember Creegan:

1. Clean Tahoe meeting
2. South Tahoe Refuse and Solid Waste JPA partnership
3. Upcoming South Tahoe Public Utility District 2 X 2 meeting

Closed Session

Note: No public comments were received on Closed Session Items.

19. Public Employee Performance Evaluations – Government Code section 54957(b)(1)
Title: City Manager and City Attorney
Action: No reportable action.

20. Conference with Labor Negotiator – Government Code section 54957.6(a)
Designated Representative: Thomas Stuart, Assistant to City Manager II
Unrepresented Employees: City Manager and City Attorney
Action: No reportable action.

Adjournment

At 1:26 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: May 3, 2022
Agenda Item #: 3

Agenda Item: Revised 2022 City Council Meeting Schedule

Executive Summary: The City Council will be holding a transportation workshop as part of the regular meeting of June 21. In order to accommodate the workshop, the regular meeting of June 21 will begin at 9 a.m. (instead of 5:30 p.m.)

Requested Action / Suggested Motions: Pass a Resolution approving the revised 2022 City Council Meeting Schedule with the June 21 meeting beginning at 9 a.m. instead of 5:30 p.m.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk

Reviewed and Approved By:
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Revised 2022 City Council Meeting Schedule.docx
02-Resolution - Revised 2022 City Council Regular Meeting Schedule.docx
03-Exhibit A to Resolution - Meeting Schedule.pdf

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

Meeting Date: May 3, 2022

Title: Revised 2022 City Council Regular Meeting Schedule

Location: Citywide

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

Background: The City Council regular meeting calendar is adopted by Resolution for the following year. Changes to the regular meeting calendar must be made by Resolution.

Issue and Discussion: The City Council will be holding a transportation workshop as part of the regular meeting of June 21. In order to accommodate the workshop, the regular meeting of June 21 will begin at 9 a.m. instead of 5:30 p.m. Council are asked to adopt a Resolution approving the revised regular meeting calendar of 2022.

Policy Implications: Government Code section 54954(a) requires that the legislative body of a local agency provide the time and place for holding regular meetings.

.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

Revised 2022 City Council Meeting Schedule

BACKGROUND

A. In accordance with Government Code Section 54954 (a), the City Council sets the regular meeting schedule on the first and third Tuesday in January, February, March, May, June, September, and November; the first Tuesday in April and October, the second Tuesday in December; the second and fourth Tuesday in August; and includes an additional Strategic Planning Advance the fifth Tuesday in March.

B. City Council meetings are held at City Hall, City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe.

C. The first meeting of every month will begin at 9 a.m. If there are two meetings in a month, the second meeting will begin at 5:30 p.m.; except the Budget Workshop on August 23 and the June 21 regular meeting, which will begin at 9 a.m. The third meeting in March will begin at 9 a.m.

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

1. Does hereby adopt the Revised 2022 Regular Meeting Schedule (Exhibit A).

Adopted by the City of South Lake Tahoe City Council on May 3, 2022 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ 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.

Exhibit A

City Council 2022 Regular Meeting Schedule
City Hall – City Council Chamber
1901 Lisa Maloff Way, South Lake Tahoe

The first meeting of every month begins at 9 a.m.
If there are two meetings in a month, the second meeting begins at 5:30 p.m., except as noted below.

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	*29	30	31		
		*Strategic Planning Advance 9 a.m.				

April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	*21	22	23	24	25
26	27	28	29	30		
		*Regular meeting 9 a.m.				

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	*23	24	25	26	27
28	29	30	31			
		*Budget Workshop 9 a.m.				

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Passed May 3, 2022 – Resolution 2022-XXX

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 4

Agenda Item: City of South Lake Tahoe Annual Comprehensive Financial Report, including the Independent Auditor's Report on Basic Financial Statements and Agreed Upon Procedures Report on Compliance with the Article XIII-B 2020-21 Appropriation Limit Calculations

Executive Summary: The Annual Comprehensive Financial Report is published by the Finance Department and includes the Independent Auditor's Report on the Basic Financial Statements of the City of South Lake Tahoe. The Annual Report is designed to professionally and effectively communicate the City's financial position and is prepared in compliance with the financial reporting standards of the Government Finance Officers Association.

Requested Action / Suggested Motions: Receive and file.
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
Heather Stroud, City Attorney

Attachments:

01-Staff Report - ACFR 20-21
02-2021 City of South Lake Tahoe Annual Report
03-City of South Lake Tahoe 2021 Final GANN AUP Report.pdf

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

Meeting Date: May 3, 2022

Title: City of South Lake Tahoe Annual Comprehensive Financial Report (Annual Report), including the Independent Auditor's Report on the Basic Financial Statements of the City of South Lake Tahoe; Agreed Upon Procedures Report on Compliance with the Article XIII-B 2020-21 Appropriation Limit Calculations.

Location: Citywide

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

Background: Annually the City's financial records are audited by an independent Certified Public Accounting firm.

The Annual Comprehensive Financial Report (Annual Report) is published by the Finance Department and includes the Independent Auditor's Reports on the Basic Financial Statements of the City of South Lake Tahoe, which accurately reflect the fiscal position of the City of South Lake Tahoe and its component units at September 30, 2021.

The Annual Report is designed to professionally and effectively communicate the City's financial position. This report is prepared in compliance with the financial reporting standards of the Government Finance Officers Association of the United States and Canada (GFOA) and includes three major sections:

- **Introductory section –** transmittal letter, including summary of auditor's opinion, City profile, economic condition, strategic priorities and financial management.
- **Financial Section –** the City's independently audited financial statements along with *Management's Discussion and Analysis* of the City's financial position and results of operations for fiscal year 2021.
- **Statistical Section –** financial trends, revenue and debt capacity, demographic, economic and operating information.

The Annual Report and financial statements are due within 180 days of the close of the fiscal year. This report is required to be distributed annually to the State Controller, the City's bond trustees, banks, rating agencies and various other outside entities.

The City's Annual Report is submitted annually to the Government Finance Officers Association (GFOA) award program for their review of readability, efficient organization, and comprehensive reporting. For fourteen consecutive years the City of South Lake Tahoe has received awards for excellence in financial reporting.

Issue and Discussion: Eide Bailly LLP have completed the independent audit using Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS) and have issued the attached financial statements and reports as of and for the year ended September 30, 2021. The Auditors have issued an **unmodified opinion,** stating that the financial statements present fairly, in all material respects, the financial position of the City as of that date. An unmodified opinion is the best opinion an independent auditor can give, and this is what we expect to receive.

Financial Implications: The City's financial statements report an unassigned general fund balance of $24,880,959 as of September 30, 2021. Reducing this amount by 25% of the 2021-22 operating budget expenses (committed reserve $12,042,315), by the balances of funds included with the general fund for reporting purposes (building permit fees $234,254 and Measure S Sales Tax general fund $938,149) and a loan commitment for the Sugar Pine Village project of $1,250,000, leaves an unassigned fund balance of $10,416,241. Of this amount, commitments of $7,939,598, including $2,553,076 for grant match set-aside, $702,738 for previous year carryforward encumbrances (net amount), $1,555,663 for various CIP projects and other needs, and $3,128,121 total for mid-year adjustments, approved by City Council in the first six and a half months of the year, leave $2,476,643 available for one-time projects and expenses, including grant matching requirements.

Policy Implications: Compliance with City Financial Policies – Financial Reporting.

City of South Lake Tahoe
California

1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

www.cityofslt.us

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ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED
SEPTEMBER 30, 2021

2021



CITY OF
SOUTH LAKE TAHOE

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CITY OF SOUTH LAKE TAHOE
CALIFORNIA

Annual Comprehensive Financial Report

For the fiscal year ended September 30, 2021

Prepared by
FINANCE DEPARTMENT



- Printing by Redwood Printing, South Lake Tahoe, California
- Printed on 50% post-consumer paper

(To view a particular section or document, simply click on the text below)

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CITY OF
SOUTH LAKE TAHOE

March 29, 2022

To the Honorable Mayor and Members of the City Council, and Citizens of the City of South Lake Tahoe, California

We are pleased to submit to you the City of South Lake Tahoe Annual Comprehensive Financial Report (Annual Report) for the fiscal year ended September 30, 2021. This transmittal letter highlights the purpose and content of the Annual Report. I invite you to review this comprehensive financial report and hope you enjoy reading it.

Report Purpose

The purpose of this report is to comprehensively communicate the fiscal condition of the City of South Lake Tahoe. The report contains three major sections that present introductory, financial and statistical information about the City. Management assumes full responsibility for the completeness and reliability of the information provided in this report, including the accuracy of the data and fairness of presentation, including all footnotes and disclosures.

Audited Financial Statements

Each year the City's financial records are audited by an independent Certified Public Accounting firm. The firm of Eide Bailly LLP has completed the independent audit using Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The Independent Auditor's Report, including the audited financial statements, as of September 30, 2021, are included in the Financial Section of this report.

The Auditors have issued a ***clean opinion***, stating that the basic financial statements present fairly, in all material respects, the financial position of the City of South Lake Tahoe as of September 30, 2021. An unmodified opinion is the highest level of assurance an independent auditor can give, and this is what we would expect to receive. The opinion pertains to the financial position of the governmental activities, business-type activities, each major fund, the aggregate remaining funds, the respective changes in the financial position and cash flows, where applicable, the related notes, and the respective budgetary comparisons listed as part of the basic financial statements for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Financial Information

The City's overall financial position improved in 2021. Net position city-wide totaled $132.7 million at year end, an increase of $18.1 million over the prior year. Revenues before transfers totaled $74.1 million city-wide, an increase of $9.4 million over the prior year, and expenses totaled $55.2 million,

a decrease of $5.0 million over the prior year. The large increase in revenue is primarily attributable to increases in transient occupancy tax and sales tax.

A more detailed discussion of city-wide financial information and operating results for the governmental activities, business-type activities and by major fund, including the General Fund, is provided in the **Management's Discussion and Analysis** portion of the *Financial Section* of this report. Historical financial information is presented in the *Statistical Section* of this report. The Statistical Section does not contain information on general obligation debt as the City has not issued any general obligation debt within the last ten years.

City Profile

The City of South Lake Tahoe is a general law city and was incorporated on November 30, 1965, governed by a Council/Manager form of government made up of five council members elected to four-year, overlapping terms. The City provides a wide range of services including: police and fire protection, snow removal, street maintenance, airport management, parks and recreation, planning, building and safety, public improvements, and general administration. Recreational facilities include the South Tahoe Ice Arena, Recreation and Swimming Pool Complex, Campground by the Lake, Regan Beach, El Dorado Beach, Bijou Golf Course, the Senior Citizens Center, and Lakeview Commons.

The City encompasses an area of approximately nine square miles with an average elevation of 6,200 feet above sea level. A year-round resort community, South Lake Tahoe had a permanent population of 23,398 in 2021. The City is located within the Lake Tahoe Basin, neighboring the State of Nevada, approximately 80 miles east of Sacramento, California, and 50 miles southwest of Reno, Nevada.

Most of the moisture received in the Tahoe Basin comes in the form of snow that generally falls from November through April and averages 125 inches of accumulated snowfall annually at lake level. One of the largest and most popular ski areas in the western United States, Heavenly Mountain resort, is located adjacent to the City. Temperatures are generally moderate with winter averages ranging from 40 degrees to lows in the 20's. Summer time highs average in the upper 70's with lows in the 50's.

The City works closely with various other local and regional governmental agencies, including El Dorado County, California, Douglas County, Nevada, the California Tahoe Conservancy, the Lahontan Regional Water Quality Control Board, the California Department of Forestry, the California Department of Transportation and the Tahoe Regional Planning Agency.

Economic Condition, Outlook, and Activity

In the past year, the City has been challenged by most of the same factors as those at the State and national levels, involving new waves of COVID-19 infections, labor market challenges, supply-chain constraints, and rising inflation, while additionally confronted with wild fires, evacuation, impacts of snow storms and elevated housing prices.

Despite these on-going and short-term challenges, the City's 2021 financial performance was strong. The City's largest revenue sources in 2021 were transient occupancy taxes, sales taxes (including Measure Q), charges for services, and property taxes making up 27%, 20%, 14%, and 13% respectively of total *city-wide* revenues. Transient occupancy taxes, including the former Redevelopment area, grew 17.7%. Sales tax revenue increased 63.7%. Charges for services declined 7.7%. This program revenue includes parks and recreation program fees and user fees for non-general government services such as engineering, building, planning and permitting. The portion of this revenue allocated to governmental activities equals 78% while the remaining 22% is attributed to

business-type activities, primarily in the parking garage and airport. The decline is the result of limited recreational programs offered in 2021 as well as the golf course closure. Property tax revenues continued a positive trajectory in 2020-21 with an increase of 7.7%.

As a world-class destination for skiing, outdoor recreation and entertainment, South Lake Tahoe's economy remains highly dependent upon its number one industry, tourism, and the related transient occupancy tax (TOT) and sales tax revenues associated with visitors to the community. Both of these revenue sources realized increases in the ten fiscal years prior to COVID-19 pandemic, with the exception of general fund sales tax revenue (including Measure Q) that experienced a minor drop in 2019. In 2020, these revenues declined because of pandemic restrictions, but strongly rebounded in 2021.

City TOT comprised approximately 22% of total revenue of the *General Fund*, while sales taxes including Measure Q made up 21% of that total revenue in 2020-21. General Fund TOT, including audits but excluding the amounts collected within the former Redevelopment area, totaled $11.2 million, an increase of 17.1% or $1.6 million over the prior year 2020, the level marginally below the high in 2019 (pre-pandemic). Sales tax (including Measure Q) recorded in the general fund increased 29.5% or $2.5 million with the change from 2019 to 2020 of 2.4% or $0.2 million decrease.

The property tax revenue reported on the statement of activities grew 7.7% compared to the prior fiscal year. The total assessed valuation of real property in the City for fiscal year 2020-21 grew 5.6% and increased an additional 4.8% for 2021-22 fiscal year. Beginning in March of 2020, an influx of new homeowners began to flock to the Lake Tahoe basin driven by low interest rates and the pandemic. In August 2021, the median price of a single-family home in South Lake Tahoe reached $679,000, a 32% increase from the year before. Home prices across the United States rose to record levels, with the housing market rising to a record of 19.9%.

Caldor Fire and the Housing Market

On August 30, 2021, the Caldor Fire entered the Lake Tahoe Basin forcing the evacuation of 53,000 people from the Lake Tahoe area. The fire didn't cause any damages in the city proper remaining only a few miles from the South Lake Tahoe city limits.

Fires near the city of South Lake Tahoe softened the housing market to a degree. In September 2021, the real estate market picked up again with the median sales price increasing 25% compared to the same month last year but lowering down in October while still being 8% higher compared to the same month last year. By November, home sales were solid, and the local housing market maintained a healthy sales pace above pre-pandemic levels with market competition remaining high in November.

The amount of revenues from property taxes collected within the former South Tahoe Redevelopment Agency's Project Area One boundaries (incremental property taxes, mostly commercial properties) reflects a 6.1% increase for 2020-21 fiscal year. This revenue is required for debt service of the former Redevelopment Agency and is reported under fiduciary activities.

In March 2021, the United States government passed $1.9 trillion in stimulus measures as part of the American Rescue Plan Act (ARPA) of 2021. The bill is intended to mitigate many of the worst effects of the COVID-19 pandemic targeting individual families, health care, affected sectors, and government action. The Act established a $130 billion Coronavirus State and Local Fiscal Recovery Funds (CSLFR) 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 (NEUs) of local government). As NEU, the City of South Lake Tahoe was allocated $5,309,994. This amount will be received in two tranches. The first portion, $2,654,997 was received on July 13th, 2021 with the second portion due in 12 months. In July 2021, the City released a survey

as part of its participatory budgeting process to assess community priorities in identifying which of 20 proposed projects should be funded by ARPA funding. The survey closed in August, and the results of the survey were presented during the budget workshop. City Council approved the following American Rescue Plan funded projects:

- Bike Trail Connections/Infrastructure, $250,000
- Solar Trash Compacting, $50,000
- Housing Stock for Local Housing Needs, $500,000
- Bijou Park Recreation Improvements to the BMX Track, $35,000
- Ski Run Park Infrastructure, $150,000
- Infrastructure Improvements-Fire Hydrant Installations, $300,000
- Bijou Park Recreation Improvements to Skatepark, $250,000
- Climate Action Plan Reach Code Analysis, $50,000
- Broadband Infrastructure, $400,000
- Art Program, $100,000
- Deferred Maintenance for Development Services, $80,000

Funds for these projects must be allocated by the end of 2024 and projects closed out and funds fully expended by the end of 2026. There were no funds obligated or expended as of September 30, 2021.

The City continued to actively work on developing an enhanced, consistent, annual street rehabilitation/resurfacing plan to systematically improve the pavement quality on the 130+ miles of city streets with a goal of resurfacing approximately 5-6 miles of city streets annually, which would establish a 20 or 25-year life cycle for all City streets. The Measure S sales tax approved by voters in November 2020, created a dedicated funding source that will be used to help achieve this goal. Conceptual work also continued on the construction of a new Recreation Center/Swim Complex facility using Measure P TOT funds.

The City stays relentlessly focused on its financial well-being and is fortunate to enjoy a strong financial position and maintain a significant General Fund reserve balance. A healthy General Fund reserve is critical to the City in order to ensure adequate cash-flow, to address challenges resulting from a natural or continued financial emergency, to generate additional investment earnings, and to enable the City to respond quickly and take advantage of unexpected opportunities that will ultimately enhance the quality of life for our residents and visitors.

Credit Rating

In August 2017, Standard & Poor's Ratings Services raised its long-term rating to 'BBB' from 'BBB-' on South Tahoe Joint Powers Financing Authority 2014 and 2015 tax allocation refunding bonds (TARBs) issued for the Successor Agency (SA) to the South Tahoe Redevelopment Agency (RDA) to refund SA's outstanding 1999A, 2003A, 2004A and 2005A tax allocation bonds. At the same time, Standard & Poor's assigned its 'BBB' long-term rating to the 2017 Series A TARBs. The outlook on all ratings is stable.

In February 2018, Standard & Poor's Global Ratings (formerly Standard & Poor's Ratings Services) raised its rating from 'AA-' to 'AA' on the South Tahoe Joint Powers Financing Authority 2014 pension obligation bonds (POBs) issued on behalf of the City. Subsequently, in September 2018, Standard & Poor's Global Ratings upgraded its Local Currency Long-Term Rating on the 2014 bonds from 'AA' to 'AA+'. At the same time, S&P Global Ratings raised its Local Currency Long-Term Rating on the authority's 2012 certificates of participation (COP) and in addition its Underlying Rating on 2016 Series A lease revenue refunding bonds from 'AA-' to 'AA' while affirming the stable outlook for all three issuances.

Strategic Priorities and Goals

The City developed Strategic Priorities in early 2019, which were further refined by the City Council on February 25, 2020 during the "Vision and Strategic Planning Workshop." At the City Council's March 25, 2020 special meeting, 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", which included recommendations that were meant to act as a guiding document for council to develop a set of strategic priorities, goals, and action plans, with the ultimate objective to develop a 5-year Strategic Plan to serve as a "blueprint" for City Council.

On March 2, 2021, City Council adopted the 2021-2026 Strategic Plan that included the following Strategic Priorities:

- Built Environment
- Recreation and Equitable Access
- Community for All
- Economic Development
- Continuous Improvement

Long term strategic planning is not stagnant. It is important to evaluate plans on a regular basis and adapt as conditions change. The City Council will evaluate its strategic plan on an annual basis and will need to consider staffing allocations and budget appropriations starting in Fiscal Year 2020-21 and continuing through Fiscal Year 2025-26 to implement the Strategic Plan. The Council allocated funding towards several action plan items and received the first progress report at the budget workshop in August 2021 and allocated additional funding and received the next report in March 2022 during the mid-year budget review. The next review and update of the high priority goals of the City Council is scheduled for March 29th, 2022 at the City Council Strategic Planning Advance with a focus on Economic Development core values, recruitment and retention strategies.

Financial Management

The City's comprehensive system of internal controls is designed to protect its assets and to sustain the integrity of its financial systems. Financial matters are conducted in compliance with the City Council's adopted Comprehensive Financial Policies, summarized below. Managers at all levels are responsible for implementing City financial policies and controls, and for regularly monitoring their effectiveness. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met while recognizing that the cost of a control should not exceed the benefits likely to be derived.

Budget

The City Council legally adopts an annual budget. The City's Budget Policy requires that the City maintain a structurally balanced budget with current revenues sufficient to support current expenditures. The City complies with the annual appropriations limit in accordance with Article XIIIB of the Constitution of the State of California and Government Code section 7900. Operating program appropriations not spent during the fiscal year do not automatically carry over into the next fiscal year, but lapse at year-end. One-time revenues are appropriated for one-time expenditures only.

To determine the effect of current year decisions on the City's future, a five-year General Fund financial forecast projecting revenues and expenditures is developed each year.

The City Council receives a quarterly budget and financial status report that includes an analysis of budgeted versus actual revenues and expenditures on a year-to-date basis. A mid-year budget analysis is presented to the Council for review. Budget amendments necessary for continued operations through the end of the fiscal year may be presented to the City Council at mid-year, but are not intended to provide additional avenues for departments to request funding for items not originally approved in the annual budget.

The City Council may make supplemental and emergency appropriations during the fiscal year; however, prior certification that revenues in excess of those currently budgeted are available is required. Appropriations may be reduced at any time during the fiscal year, if necessary. Only the City Council, by resolution, may transfer monies between funds and from un-appropriated balances or fund balances to any fund account.

Reserves

The Reserve Policy requires the City to maintain an Unassigned General Fund reserve of 25% of General Fund operating expenses. The reserve represents *one-time revenues* available to provide temporary financing for extraordinary cash needs such as costs related to a natural disaster, an economic recession, or an unexpected liability. Funds may be appropriated from this operating reserve upon demonstration to the City Council that the remaining balance is sufficient to offset potential downturns in revenue sources and to provide adequate cash for daily financial needs. Funds must be allocated each year in the budget process to replace any use of the reserve during the preceding fiscal year. To the extent that funds accumulate in excess of the required reserve, these one-time funds may be transferred to the Capital Projects Fund upon completion of the annual audit.

Capital Improvement Plan

The City Council adopts an annual Capital Improvement Plan (CIP). The CIP may include current year project budgets as well as planned future year projects where funding has not yet been secured or legally authorized. Funding allocations for future years of the CIP are therefore subject to change. Every CIP project has a project manager who is responsible for preparing the project proposal and ensuring required phases are completed on schedule. The project manager monitors project revenues and expenditures, and ensures that all regulations and laws are observed. Each approved CIP project is required to contain a statement of fiscal impact on the annual operating budget and the source of funding for this impact.

Preserving Capital Investments

The City invests in capital assets such as property, equipment, facilities and infrastructure. The City also plans and budgets for ongoing maintenance, long-term renovation and/or replacement of capital assets as necessary. Capital assets are defined as having an initial cost of more than $7,000 and an estimated life in excess of three years. Capital assets are depreciated using the straight-line method of depreciation.

Debt Management

The City's Debt Management Policy provides operating guidelines for all major debt transactions of the City and South Tahoe Financing Authorities. The City manages its debt to ensure high credit quality, access to credit markets and financial flexibility. Debt is issued only in those cases where public policy, equity and economic efficiency favor debt over cash (pay-as-you-go) financing.

Whenever possible, the debt shall be self-supporting. Debt is used primarily to finance long-term capital projects, paying for facilities or equipment over their useful lives and concurrent with the stream of benefits from these facilities. The City maintains a central system for all debt-related records, adheres to all continuing disclosure requirements, and strives to maintain positive relationships with members of the investment community.

Strengthening Financial Position

The City takes proactive steps to strengthen and preserve its General Fund revenues. It seeks to promote a diversified economic base through commercial and industrial development and redevelopment opportunities. The City encourages the expansion of businesses that will provide opportunities for residents to work and live in the community.

Grants from federal, state or private organizations are a means of enhancing available revenues, but they rarely provide a long-term, stable economic base. Requests to the City Council for approval of a grant acceptance must include all associated financial impacts such as long-term maintenance responsibilities, required City matching funds, and additional staff resources. The City administers grants in compliance with laws, regulations and the requirements of the granting agency or donor.

The City Code requires reimbursement to the General Fund for the reasonable cost of administrative functions performed by City staff paid out of General Fund revenues (e.g. Legal, Finance, Human Resources) for departments funded by fees, rates or other revenues. These costs are allocated based on the value of time spent on such services for departments that generate adequate revenue and may be adjusted from time to time as necessary to respond to changes in the cost of service.

The City provides certain services and enterprise fund activities to residents and businesses that are funded in whole or in part by user fees intended to cover all or a portion of the cost of providing such services. To the extent such user fees do not cover the entire cost of providing such services, the General Fund subsidizes the additional expense. User fees are examined yearly and adjusted periodically to ensure the stability of the General Fund.

The City maintains a uniform revenue collection program, the costs of which are passed on to delinquent customers as a penalty in the collection process. Property liens, special assessments, withholding entitlements and collection agency proceedings are employed when necessary to collect delinquent revenues due to the City.

Cash Handling

The City's cash handling policy provides guidelines for the establishment, use and safeguarding of petty cash funds, cashiering operations and for strengthening the City's internal controls in these areas.

Investments

The City's cash management system monitors and forecasts expenditures and revenues, enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest investment yield only after an investment meets the criteria established for safety and liquidity. The City's Investment Policy allows for investment in allowable securities in compliance with California Government Code Section 53601. It seeks to diversify its investment portfolio through a mix of various security types, issuers and maturities. Securities are purchased based on competitive bids from pre-authorized investment broker/dealers. Securities purchased are held in the City's name by third party safekeeping trust departments.

Financial Reporting

Accurate and understandable financial reporting provides accountability over the City's financial affairs and ensures compliance with applicable statutory and regulatory requirements. The City Council receives a Quarterly Investment Report as required under the California Government Code. The Finance Director, or designee, submits a periodic Budget and Financial Status Report to the City Council as required by City Code. Financial reports are available for public inspection and are posted on the City's website.

Productivity

The City monitors and reviews its methods of service delivery to ensure that services are delivered in the most cost-effective manner possible. This review process encompasses a wide range of productivity considerations, including technology, contracting for services, customer service, and training and performance measurement.

Risk Management

To mitigate significant property losses and exposure to liability from third party injuries, the City has adopted a policy of professional and prudent management of risk exposures. Risk management objectives include providing adequate insurance, employee safety training and incentive program, third party indemnification and an Emergency Management Plan consistent with regional, state and federal requirements.

Meetings and Travel

The City's policy regarding meetings and travel expense reimbursements is in compliance with Assembly Bill 1234, enacted by the California State Legislature in January 2006. While AB1234 applies primarily to elected officials and advisory body members, the City has extended the provisions of this law for travel, meeting and meal costs to all employees. Additionally, the City's travel policies follow IRS Publication 15-B in order to ensure there are no tax consequences to reimbursements for allowable expenses.

Finance Department

The Finance department was officially reorganized from the Administrative Services Department in March 2021. The department provides the following centralized services for the City:

- **Financial Services Division** provides for financial policies, budget development and management, debt financing and management, financial analysis and reporting, general ledger accounting, financial audits, grant administration, payroll and accounts payable.
- **Revenue Services Division** is responsible for revenue and delinquency collection, business and professions taxes, cash management, daily bank deposits, and city-wide accounts receivable processing. In addition, the division provides revenue collection, disbursement and financial reporting for several business improvement districts.

Certificate of Achievement for Excellence in Financial Reporting

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of South Lake Tahoe, CA for its annual comprehensive financial report for the fiscal year ended September 30, 2020. This was the fourteenth consecutive year that the government has achieved this prestigious award. In

order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

There are a number of benefits to the City in participating in these programs beyond simply receiving recognition for our efforts. In striving to meet certification program standards and goals, we are able to produce reports that better communicate complex financial information. As part of the review process, other municipal finance professionals review our reports from a "fresh" perspective and provide comments for improvement. We believe that this results in continuous improvements in reporting and communicating the City's financial results to elected officials, the public, and other interested parties.

Acknowledgements

The dedicated efforts of the entire Finance Department made the development of this report possible. Timely and efficient accounting practices and coordination with the City's independent auditors were essential in producing this document. Thank you also to the City departments that contributed their statistical information for this report.

Special recognition goes to Andrew Black, Financial Services Supervisor, for his outstanding work in the publication of this report.

In addition, I would like to thank our auditors, Eide Bailly LLP, for their assistance in the development and review of this document. Lastly, the vision and continued support of the City Council and our City Manager, Joseph Irvin in providing for the professional operation of the City's Finance Department are extremely important to our success and to the financial sustainability of the City.

Respectfully submitted,

O. Tikhomirova

Olga Tikhomirova
Director of Finance

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

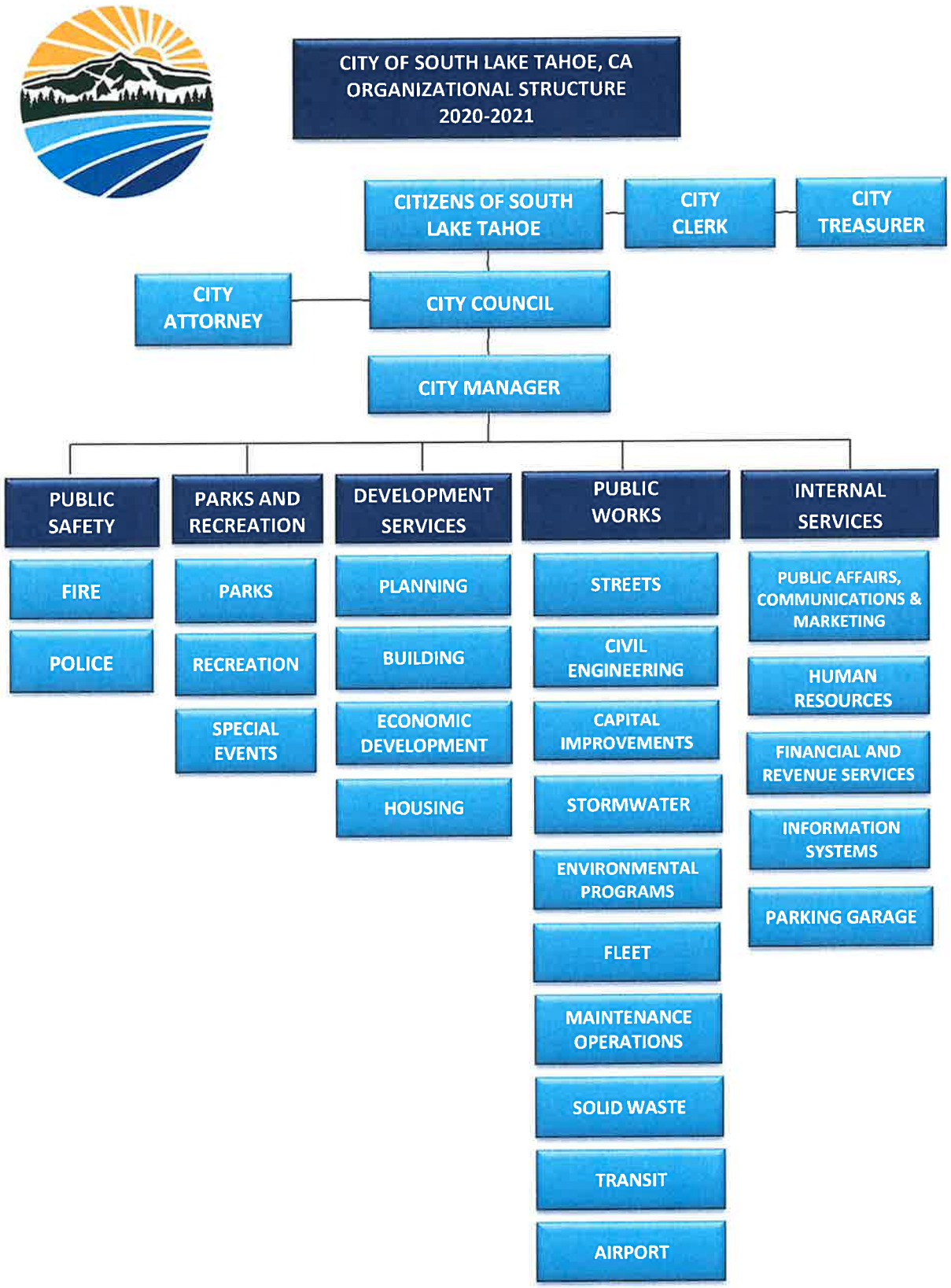
City of South Lake Tahoe
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrill

Executive Director/CEO


CITY OF SOUTH LAKE TAHOE, CA
ORGANIZATIONAL STRUCTURE
2020-2021
CITIZENS OF SOUTH LAKE TAHOE
CITY CLERK
CITY TREASURER
CITY ATTORNEY
CITY COUNCIL
CITY MANAGER
PUBLIC SAFETY
FIRE
POLICE
PARKS AND RECREATION
PARKS
RECREATION
SPECIAL EVENTS
DEVELOPMENT SERVICES
PLANNING
BUILDING
ECONOMIC DEVELOPMENT
HOUSING
PUBLIC WORKS
STREETS
CIVIL ENGINEERING
CAPITAL IMPROVEMENTS
STORMWATER
ENVIRONMENTAL PROGRAMS
FLEET
MAINTENANCE OPERATIONS
SOLID WASTE
TRANSIT
AIRPORT
INTERNAL SERVICES
PUBLIC AFFAIRS, COMMUNICATIONS & MARKETING
HUMAN RESOURCES
FINANCIAL AND REVENUE SERVICES
INFORMATION SYSTEMS
PARKING GARAGE

CITY OF SOUTH LAKE TAHOE
List of Principal Officials
September 30, 2021

CITY COUNCIL

Tamara Wallace, Mayor

Devin Middlebrook, Mayor Pro-Tem

Cody Bass, Councilmember

Cristi Creegan, Councilmember

John Friedrich, Councilmember

EXECUTIVE MANAGEMENT

City Manager	Joseph D. Irvin
City Clerk (Elected)	Susan Blankenship
City Attorney	Heather Stroud
City Treasurer (Elected)	David Olivo
Director of Finance	Olga Tikhomirova
Director of Development Services	Hilary Roverud
Director of Public Works	Anush Nejad
Chief of Police	David Stevenson
Fire Chief	Clive Savacool

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Honorable Mayor and City Council
City of South Lake Tahoe, California

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of South Lake Tahoe, California (City) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the general fund, city housing and economic development fund, and measure P recreation fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 and Note 18 to the financial statements, the City has adopted provisions of Governmental Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities*, which has resulted in a restatement of the net position and fund balance as of October 1, 2020. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of changes in the City's net pension liability and related ratios – miscellaneous plan, the schedule of the proportionate share of the net pension liability – safety cost sharing plan, and the schedules of contributions, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's financial statements. The introductory section, combining and individual nonmajor fund financial statements, budgetary schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual nonmajor fund financial statements and budgetary schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the budgetary schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 29, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

Eide Bailly LLP

Sacramento, California
March 29, 2022



MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2021

As management of the City of South Lake Tahoe, California, (City) we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for fiscal year ended September 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report, and with the City's financial statements, which follow this discussion.

Financial Highlights

- Net Position: Total assets and deferred outflows of resources of the City exceeded its total liabilities and deferred inflows of resources at the close of the Fiscal Year (FY) 2020-21 by $132,703,726 (*net position*). Of this amount, $11,521,752 is unrestricted, $24,047,644 is restricted for specific purpose, and $97,134,330 is net investment in capital assets.
- Change in Net Position: The City's total net position increased $18,063,781, or 15.8 percent during the fiscal year, mostly as a result of Governmental Activities revenues exceeding expenses.
- Restatement: The beginning net position was restated for the implementation of GASB Statement No. 84, *Fiduciary Activities,* as further explained in Note 18.
- Governmental Funds: As of September 30, 2021, the City's governmental funds reported the combined ending fund balances of $64,955,294, an increase of $9,371,772 from prior year. Approximately 57 percent of the ending balance amount, or $36,709,401, is available for spending at the government's discretion (committed, assigned, and unassigned fund balance).
- Long-Term Debt: The City's total long-term debt decreased by $779,537. The decrease resulted from the regular annual repayment of debt service for the outstanding debt and was offset by the addition of a new capital lease obligation.
- General Fund: At September 30, 2021, unassigned fund balance of the General Fund was $24,880,959. This represents an increase of $3,789,180 or 18.0 percent, from prior year. Unassigned fund balance includes a 25 percent General Fund reserve as required per City's financial policy. At the end of the FY 2020-21 this amounted to $12,042,315.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private sector business.

The *statement of net position* presents information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation and sick leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, parks and recreation, streets, and interest on long-term debt.

The government-wide financial statements include not only the City of South Lake Tahoe, but also three component units: the South Tahoe Joint Powers Financing Authority, the South Tahoe Joint Powers Parking Financing Authority, and the Housing Authority of the City of South Lake Tahoe. Financial information for these component units is reported within the funds of the City.

The government-wide financial statements can be found on pages 32 - 33 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of South Lake Tahoe, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of South Lake Tahoe can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

The City maintains fifty-six governmental funds, of which some were combined for financial statement presentation purposes. Information is presented separately in the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund, City Housing and Economic Development Fund, Measure P Recreation Fund, City Capital Projects Fund, and City Debt Service Fund, all of which are considered to be major funds. Data

from the remaining governmental funds is combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of *combining statements* elsewhere in this report.

The City adopts an annual appropriated budget for all of its funds. Budgetary comparison statements have been provided for the General Fund, the City Housing and Economic Development Fund, and the Measure P Recreation Fund to demonstrate compliance with this budget in the Major Governmental Funds sub-section. Budgetary comparisons for other funds are provided elsewhere in this report.

The governmental funds financial statements can be found on pages 37 - 43 of this report.

Proprietary funds. The City maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its transit, airport, parking garage, and parking management operations. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City of South Lake Tahoe uses internal service funds to account for its medical insurance and workers' compensation self-insurance operations. Because all of these services predominately benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary funds financial statements provide separate information for the airport and parking garage, and combined data for non-major enterprise funds, transit and parking management. The Internal Service funds are combined into a single, aggregated presentation in the proprietary funds financial statements. Individual fund data for non-major enterprise funds and internal service funds is provided in the form of combining statements elsewhere in this report.

The proprietary fund financial statements can be found on pages 46 - 48 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The City maintains two different types of fiduciary funds. The trust fund is used to provide a funding mechanism for the accumulation of resources to be used for the retirement of long-term debt of the former Redevelopment Agency that are accounted for in the Redevelopment Obligation Retirement Private-Purpose Trust Fund. The Custodial funds report resources held by the City in a custodial capacity for private organizations and other governments.

The fiduciary fund financial statement can be found on pages 50 - 51 of this report.

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 53 - 102 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's pension plans. Required supplementary information can be found on pages 104 - 107 of this report.

The combining statements referred to earlier in connection with other governmental funds and other enterprise and internal service funds are presented immediately following the required supplementary information. Combining and individual fund statements and budgetary comparison schedules can be

found on pages 110 – 160 of this report.

Government-wide Financial Analysis

The Statement of Net Position combines and consolidates the City's governmental funds' current financial resources (short-term spendable resources) with capital assets, long-term obligations, and other long-term assets and liabilities. The Statement of Net Position also presents consolidated enterprise funds. As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of South Lake Tahoe, assets exceeded liabilities by $132,703,727 at the close of the most recent fiscal year.

The largest portion of the City's net position, $97,134,330 or 73.2 percent reflects its investment in capital assets (i.e. land, buildings, machinery and equipment, streets). The City of South Lake Tahoe uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of South Lake Tahoe's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City of South Lake Tahoe's net position, $24,047,644 or 18.1 percent represents resources that are subject to external restrictions on how they may be used. The remaining balance of $11,521,752 represents an unrestricted deficit net position.

The Statement of Net Position is presented below in a condensed form for purposes of this analysis.

City of South Lake Tahoe
Net Position
September 30, 2021 and 2020

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Assets						
Current and other assets	$113,641,242	$100,222,893	$ 9,349,484	$ 8,882,561	$ 122,990,726	$ 109,105,454
Capital assets	98,504,781	98,815,105	26,675,609	24,085,806	125,180,390	122,900,911
Total assets	212,146,023	199,037,998	36,025,093	32,968,367	248,171,116	232,006,365
Deferred Outflows of Resources						
Deferred amount on refunding	144,128	181,726	-	-	144,128	181,726
Deferred outflows related to pensions	13,090,398	11,967,513	9,776	39,340	13,100,174	12,006,853
Total deferred outflows	13,234,526	12,149,239	9,776	39,340	13,244,302	12,188,579
Liabilities						
Long-term debt	23,184,454	23,695,919	6,161,840	6,429,912	29,346,294	30,125,831
Other liabilities	16,647,959	13,631,174	291,793	484,228	16,939,752	14,115,402
Nonexchange financial guarantee	1,374,801	964,025	-	-	1,374,801	964,025
Net pension liability	54,896,006	80,374,527	818,971	1,131,920	55,714,977	81,506,447
Total liabilities	96,103,220	118,665,645	7,272,604	8,046,060	103,375,824	126,711,705
Deferred Inflows of Resources						
Deferred inflows related to pensions	25,110,481	3,058,778	225,387	-	25,335,868	3,058,778
Net Position						
Net investment in capital assets	76,620,561	75,300,912	20,513,769	17,655,894	97,134,330	92,956,806
Restricted	21,182,527	19,697,506	2,865,117	2,948,781	24,047,644	22,646,287
Unrestricted	6,363,760	(5,535,604)	5,157,992	4,356,972	11,521,752	(1,178,632)
Total net position	$104,166,848	$ 89,462,814	$ 28,536,878	$ 24,961,647	$ 132,703,726	$ 114,424,461

At the end of the FY 2020-21, the City of South Lake Tahoe reported positive balances in all three

categories of net position, both for the government as a whole, as well as separately for its governmental and business-type activities. At year-end, 71.9 percent of the City's business-type activities' net position was invested in capital assets, while for governmental activities this category amounted to 73.6 percent.

The City's overall net position increased $18,063,781, or 16.0 percent from prior fiscal year, as reflected below in the Changes in Net Position table. The reasons for this overall increase are discussed separately in the sections for governmental activities and business-type activities.

City of South Lake Tahoe
Changes in Net Position
For the Fiscal Years Ended September 30, 2021 and 2020

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
REVENUES:						
Program revenues:						
Charges for services	$ 7,990,382	$ 9,094,982	$ 2,318,863	$ 2,078,031	$ 10,309,245	$ 11,173,013
Operating grants and contributions	3,086,867	3,247,288	-	-	3,086,867	3,247,288
Capital grants and contributions	1,493,475	5,279,169	4,323,173	402,505	5,816,648	5,681,674
General revenues:						
Property taxes	9,714,974	9,019,367	-	-	9,714,974	9,019,367
Sales taxes	15,012,487	9,169,121	-	-	15,012,487	9,169,121
Transient occupancy taxes	20,353,784	17,286,076	-	-	20,353,784	17,286,076
Franchise taxes	1,708,253	1,679,459	-	-	1,708,253	1,679,459
Other taxes	6,276,684	5,123,365	-	-	6,276,684	5,123,365
Other revenue	1,808,851	1,875,468	9,497	427,973	1,818,348	2,303,441
Total revenues	67,445,757	61,774,295	6,651,533	2,908,509	74,097,290	64,682,804
EXPENSES:						
General government	16,178,272	10,862,346	-	-	16,178,272	10,862,346
Public safety	19,117,131	21,786,017	-	-	19,117,131	21,786,017
Public works	8,175,125	12,287,753	-	-	8,175,125	12,287,753
Parks and recreation	4,329,864	5,596,795	-	-	4,329,864	5,596,795
Streets	3,280,145	5,313,202	-	-	3,280,145	5,313,202
Interest on long-term debt	743,184	820,212	-	-	743,184	820,212
Transit	-	-	310,670	310,343	310,670	310,343
Airport	-	-	2,163,804	2,380,645	2,163,804	2,380,645
Parking garage	-	-	902,351	872,771	902,351	872,771
Parking managements	-	-	16,187	6,924	16,187	6,924
Total expenses	51,823,721	56,666,325	3,393,012	3,570,683	55,216,733	60,237,008
Increase (decrease) in net position before special items and transfers	15,622,036	5,107,970	3,258,521	(662,174)	18,880,557	4,445,796
Special Items	(816,776)	887,599	-	-	(816,776)	887,599
Transfers	(316,710)	(391,082)	316,710	391,082	-	-
Increase (decrease) in net position	14,488,550	5,604,487	3,575,231	(271,092)	18,063,781	5,333,395
Net position - beginning	89,462,814	83,858,327	24,961,647	25,232,739	114,424,461	109,091,066
Restatement	215,484	-	-	-	215,484	-
Net position - beginning, as restated	89,678,298	-	-	-	114,639,945	-
Net position - ending	$ 104,166,848	$ 89,462,814	$ 28,536,878	$ 24,961,647	$ 132,703,726	$ 114,424,461

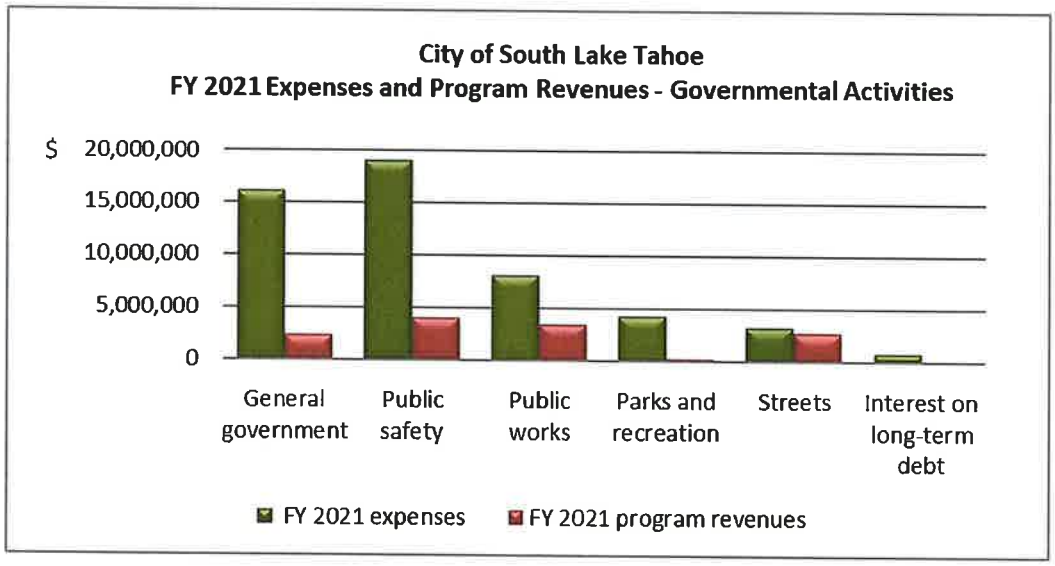
Governmental Activities. The City's governmental activities rely on several sources of revenue to finance ongoing operations. Transient occupancy taxes, Sales taxes, and Property taxes were the largest revenue sources for the City followed by Charges for services, Other taxes, and Operating grants and contributions. Charges for Services are revenues that arise from charges to customers or

applicants who purchase, use, or directly benefit from the goods, services, or privileges provided. Examples of the types of services that fall under this category include building licenses and permits, business license fees, impact fees, and park and recreation fees. The main components of Other taxes category are property tax in lieu of Motor Vehicle License Fee (MVLF) and tourism improvement district fees passed through to improvement districts, $2,392,622 and $3,165,769 respectively.

At the end of FY 2020-21, total revenues for the governmental activities were $67,445,757, an increase of approximately $5.7 million or 9.2 percent from the previous year. The increases of $5.8 million and $3.1 million in Sales taxes and Transient occupancy taxes categories respectively due to a rebound of these revenues to pre-COVID-19 pandemic levels as well as due to $3.2 million in new Sales tax from the Measure S that took effect on April 1, 2021, contributed to a $10.7 million increase in general revenues which was offset by $5.1 million decrease in program revenues.

Expenses totaled $51,823,721, a decrease of $4.8 million from the prior year. The expenses in the General Government category increased in the current fiscal year due to changes related to pensions per GASB Statement No. 68. This increase was offset by decreases in all other expense categories, notably in Public Works due to completion of several Capital Improvement Projects in the prior fiscal year.

The following chart presents a comparison of expenses by function and the associated program revenues for governmental activities.



Business-type Activities. The City has four business-type activities: Airport, Parking Garage, Parking Management Program, and Transit. The net position for business-type activities at the end of FY 2020-21 was $28,536,879. Total program revenues were $6,651,535, an increase of $3,743,026 or 128.7 percent over the prior year. These program revenues consist primarily of charges for services at the airport and the parking garage and capital grants and contributions revenue at the airport which increased in 2020-21 by $3,590,668 due to receipt of Federal Aviation Administration (FAA) grant funding for general aviation ramp reconstruction phases V and VI. Total expenses were $3,393,013, of which approximately 90.4 percent was related to the airport and parking garage operations. Overall net position increased by $3,575,232 due to capital improvement projects extending past the current fiscal year.

Financial Analysis of Governmental Funds

As noted earlier, the City of South Lake Tahoe uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

In conformity with Governmental Accounting Standards Board (GASB) Statement 34, the City classifies governmental funds as major and non-major funds. Major funds are defined as funds that have either assets, liabilities, deferred outflows of resources, deferred inflows of resources, revenues or expenditures equal to ten percent of their fund-type total and five percent of the grand total. The General Fund is always a major fund. The City may also select other funds to be presented as major funds because of relevance to financial statement users.

There are five major funds in the Governmental Funds category in FY 2020-21. The table below presents a comparison of the fund balance for each of these five funds between 2019-20 and 2020-21, as well as a consolidated comparison for all non-major governmental funds for the same time period.

Governmental Fund Balances	September 30, 2021	September 30, 2020 (as restated)	Increase (Decrease) From 2020
General Fund	$ 32,636,404	$ 28,423,535	$ 4,212,869
City Housing & ED Fund	1,603,282	2,599,310	(996,028)
Measure P Recreation	13,427,113	11,910,486	1,516,627
City Capital Projects Fund	8,155,671	5,177,823	2,977,848
City Debt Service	1,355,611	1,883,167	(527,556)
Other Governmental Funds	7,777,213	5,589,201	2,188,012
Total Governmental Fund Balances	$ 64,955,294	$ 55,583,522	$ 9,371,772

As of the end of FY 2020-21, the City's governmental funds reported combined ending fund balances of $64,955,294, an increase of $9,371,772, or 16.9 percent in comparison to the prior year. Reasons for this increase are discussed below.

The General Fund is the chief operating fund of the City of South Lake Tahoe. At the end of the current fiscal year, unassigned fund balance of the General Fund was $24,880,959, while total fund balance increased to $32,636,404. As a measure of the General Fund's liquidity, it may be useful to compare only the unassigned fund balance to total fund expenditures (before transfers and special items). Unassigned fund balance represents 66.6 percent of the total General Fund expenditures, most for daily operations of the City.

The total fund balance of the City's General Fund (including non-spendable and restricted balances) increased by $4,212,869, or 14.8 percent primarily due to a significant revenue performance improvement in the City's primary revenue category, Taxes and assessments, compared to the prior year with total revenues exceeding total expenditures by $14,699,749 at the end of FY 2020-21. This excess allowed the City to finance several capital projects and make several capital purchases. The total transfer out for these and other purposes increased from the previous fiscal year by $6,807,589 resulting in an approximate $3.8 million increase in unassigned fund balance.

The City Housing and Economic Development Fund was established to account for restricted former redevelopment tax allocation set-asides for low and moderate income housing, CDBG, and HOME funds. The total fund balance in this fund decreased by $996,028 primarily due to a transfer out of the Program Income to the Capital Improvement Project fund for the design and construction of the Bijou Park Connector Multi-Use Trail that will benefit low- and moderate-income neighborhoods.

The Measure P Recreation fund was established in fiscal year 2016-17 to account for collection of an additional 2 percent Transient Occupancy Tax, a special tax, to be used for the purpose of construction, operation and maintenance of recreational facilities. The taxes collected increased $470,041, or 17.0 percent, over the previous fiscal year. A transfer out from this fund is for the construction of the new Recreation complex accounted for in the City Capital Project Fund.

The ending fund balance in the City Capital Projects Fund at year end was $8,155,671, an increase of $2,977,848 from prior year. Revenue and other financing sources for this fund are grant funds from various granting agencies as well as transfers-in from the General Fund and, at times, City Debt Service Fund, particularly proceeds from issuance of debt. In FY 2020-21 expenditures exceeded revenues by $6,532,901. A $6.8 million transfers-in from other funds, including a $3.9 million transfer from the General Fund and Measure S Sales tax fund for Street Overlay Program and several other projects, and $2,700,000 proceeds from issuance of debt mitigated the deficiency of revenues over expenditures in this fund.

The City Debt Service Fund was established to account for financing and debt service activities within the City. The Fund ended the year with a balance of $1,355,611, mostly in the restricted category, a decrease of $527,556 from prior year. The decrease resulted from using the available fund balance for debt service on bonds, loans and various capital lease obligations.

The fund balances of other governmental funds consist of 37 special revenue funds, some of which were combined for financial statement presentation purposes. The total fund balance of the City's non-major governmental funds was $7,777,213, an increase of $2,188,012. Within these special revenue funds, the balances of 15 funds increased over the course of the fiscal year, 9 funds experienced a drop, while 6 had no change in fund balance. The largest fund balance increase among other governmental funds, which amounted to $858,769, was in the Snow Removal fund. The largest decrease in the fund balance among these funds, $369,949, was in the Vacation Home Rental (VHR) Program fund due to Measure T VHR ban in residential areas of South Lake Tahoe.

Proprietary Funds. Proprietary funds are comprised of enterprise and internal service funds. The unrestricted net position of all enterprise funds at the end of the year amounted to $5,157,993. The unrestricted net position of all internal service funds was $325,957 at the end of FY 2020-21. The total change in net position for all proprietary funds was an increase of $3,791,244. The following table summarizes changes in overall net position from prior fiscal year individually by enterprise fund and as a total for all internal service funds.

Proprietary Funds Net Position	September 30, 2021	September 30, 2020	Increase (Decrease) From 2020
Airport	$ 19,359,538	$ 16,214,722	$ 3,144,816
Transit	3,683,449	3,844,272	(160,823)
Parking Garage	5,314,875	4,857,560	457,315
Parking Management	179,017	45,093	133,924
Total Enterprise Funds	28,536,879	24,961,647	3,575,232
Internal Service Funds	325,957	109,945	216,012
Total Proprietary Funds Net Position	$ 28,862,836	$ 25,071,592	$ 3,791,244

The total net position of enterprise funds increased by $3,575,232 due to a positive change in net position in all enterprise funds except transit fund. This increase is primarily attributed to the airport fund and was driven by $3,993,173 in Capital grants and contributions. A decrease in the transit fund is largely due to an operating loss and the use of the fund balance for depreciation expense.

The total net position of internal service funds increased by $216,012 during 2020-21. The increase was primarily attributed to an increase in charges for services revenue and a net operating income in the Workers' Compensation Self Insurance fund.

General Fund Budgetary Highlights

Original budget compared to final budget. During the year, the total original budgeted appropriations and the original other financing uses increased while the original estimated revenues and the original other financing sources decreased. The overall budgeted revenues decreased by $242,201 primarily resulting from a decrease in the charges for services category due to COVID-19 impact and limited capacity of recreational services offered in 2020-21 as well as the golf course closure.

The budgeted appropriations increased by $5,553,044. The increase was primarily for the prepayment of Unfunded Actuarial Liability (UAL) to CalPERS as well as one-time operational and capital expenditures. Appropriation carryforward from the previous year, totaling $350,876, was for various departmental needs and COVID programs, and contributed to the overall net increase in budgeted appropriations. The budgeted other financing uses increased by $4,824,370. The uses were transfers out for capital projects and debt service and were added using the prior year available undesignated unassigned fund balance and the new sales tax revenue.

Final budget compared to actual results. The most significant differences between estimated revenues and actual revenues and budgeted appropriations and actual expenditures were as follows:

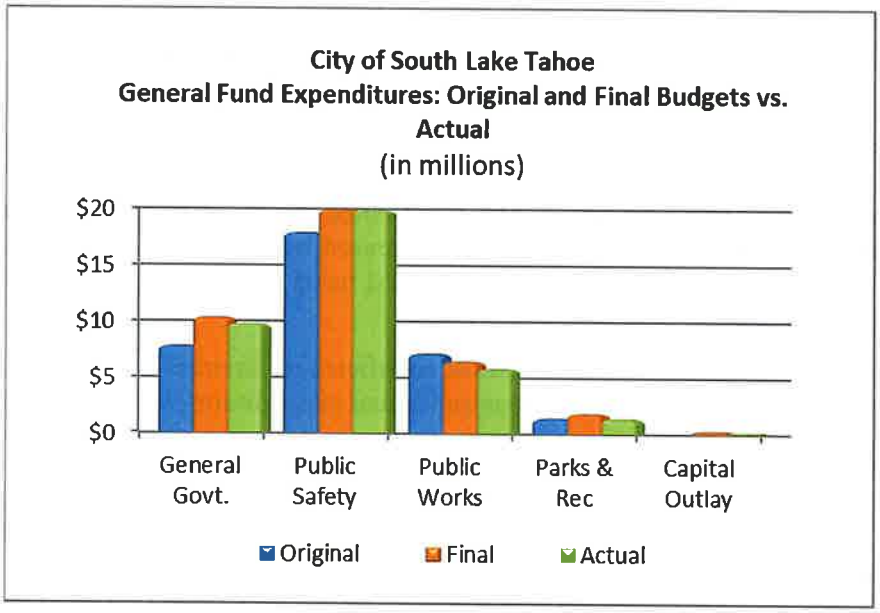
- Taxes and assessments category reflect a positive budgetary performance primarily in the City's three major revenue sources – transient occupancy tax, sales tax, and property tax. The City also maintains the excess amount of transient occupancy tax from the former redevelopment agency not needed for Successor Agency debt service. Actual performance in these categories was better than expected after budgeting conservatively due to COVID-19 economic downturn in prior year.
- Licenses and permits reflect better than anticipated collection of business and professions fees due to a deferral of license fee payments granted to non-essential businesses in prior year based on the City's Emergency Order No.2 during the COVID-19 emergency.

- Negative performance in the Use of money and property category reflects a continuing decline in interest rates.
- The variance in Other revenue category resulted from a legal settlement and overtime reimbursements for Fire department participation in mutual aid with various agencies.

Revenue source	Estimated Revenues	Actual Revenues	Variance with Final Budget Positive/(Negative)
Taxes and assessments	$ 31,093,834	$ 42,597,200	$ 11,503,366
Licenses and permits	$ 1,450,200	$ 1,763,093	$ 312,893
Use of money and property	$ 417,065	$ 105,111	$ (311,954)
Other revenue	$ 247,301	$ 658,085	$ 410,784

Expenditures function and other financing uses	Budgeted Appropriations	Actual Expenditures	Variance with Final Budget Positive/(Negative)
General government	$ 10,337,788	$ 9,753,308	$ 584,480
Public Safety	$ 20,890,168	$ 19,921,546	$ 968,622
Public Works	$ 6,487,423	$ 5,850,205	$ 637,218
Parks and recreation	$ 1,868,752	$ 1,438,655	$ 430,097

- All general fund departments had expense savings that were primarily attributed to long-term vacancies and salary savings, with the largest expense savings in public safety that also included a dispatch system upgrade project carried into the next fiscal year. The total general fund encumbered amount carried forward into the next FY 2021-22 amounted to $788,610.



Capital Asset and Debt Administration

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of September 30, 2021 amounted to $125,180,390 (net of accumulated depreciation). This investment in capital assets includes land, intangibles, construction in progress, buildings, improvements, machinery and equipment, bike paths, streets and streetscape, runways, and basin and stream environment zone (SEZ) construction.

Major capital asset events in governmental activities during the fiscal year included the addition of $5.8 million to construction in progress, the capitalization of $0.7 million in buildings construction and remodel, $1.9 million in street overlay, $0.9 million in sidewalks, curbs, gutters and lighting projects, $1.1 million in vehicles and equipment purchases, and the retirement of $0.9 million in disposed assets. In business-type activities, the City continued phase V and VI of the general aviation ramp reconstruction projects at the airport adding $4.2 million to construction in progress category. The majority of other changes are due to a reduction for depreciation. A condensed version of the City's capital assets, net of depreciation, is presented in the following table:

City of South Lake Tahoe
Capital Assets (Net of depreciation)
September 30, 2021 and 2020

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Land	$ 8,342,653	$ 7,859,458	$ 4,288,170	$ 4,288,170	$ 12,630,823	$ 12,147,628
Intangibles	399,206	362,306	-	-	399,206	362,306
Construction in progress	4,378,572	3,492,412	4,663,618	457,029	9,042,190	3,949,441
Buildings	6,146,183	6,028,711	7,054,346	7,700,524	13,200,529	13,729,235
Vehicles and Equipment	6,418,300	7,183,355	216,256	317,878	6,634,556	7,501,233
Improvements other than buildings	2,284,725	2,735,685	-	-	2,284,725	2,735,685
Bike Paths	5,768,072	5,860,562	-	-	5,768,072	5,860,562
Streets	7,785,682	6,687,310	-	-	7,785,682	6,687,310
Streetscape	4,746,454	4,832,088	-	-	4,746,454	4,832,088
Sidewalks, curbs, gutters, lighting	6,675,669	5,985,637	-	-	6,675,669	5,985,637
Runways	-	-	10,453,219	11,322,205	10,453,219	11,322,205
Basin and SEZ construction	45,559,265	47,787,581	-	-	45,559,265	47,787,581
Total	$ 98,504,781	$ 98,815,105	$ 26,675,609	$ 24,085,806	$125,180,390	$122,900,911

Additional information on the City of South Lake Tahoe's capital assets can be found in Note 6 to the basic financial statements.

Long-term debt. At the end of the current fiscal year, the City's total long-term debt outstanding decreased by $779,537 or 2.6 percent from the prior year. The decrease resulted from routine debt service payments offset by an increase in capital lease obligations. A condensed version of the City's outstanding long-term debt is presented in the following table:

City of South Lake Tahoe
Summary of Outstanding Long-term Debt
September 30, 2021 and 2020

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Revenue bonds	$ 6,575,623	$ 7,797,029	$ 6,105,000	$ 6,365,000	$ 12,680,623	$ 14,162,029
Taxable Pension Obligation Bonds	8,070,000	9,120,000	-	-	8,070,000	9,120,000
COPs	4,710,000	4,860,000	-	-	4,710,000	4,860,000
Loans payable	288,893	351,240	56,840	64,912	345,733	416,152
Capital lease obligations	3,539,938	1,567,650			3,539,938	1,567,650
Total	$ 23,184,454	$ 23,695,919	$ 6,161,840	$ 6,429,912	$ 29,346,294	$ 30,125,831

Additional information on the City of South Lake Tahoe's long-term debt can be found in Note 7 to the basic financial statements.

Credit Rating. In August 2017, Standard & Poor's Ratings Services raised its long-term rating to 'BBB' from 'BBB-' on South Tahoe Joint Powers Financing Authority 2014 and 2015 tax allocation refunding bonds (TARBs) issued for the Successor Agency (SA) to the South Tahoe Redevelopment Agency (RDA) to refund SA's outstanding 1999A, 2003A, 2004A and 2005A tax allocation bonds. At the same time, Standard & Poor's assigned its 'BBB' long-term rating to the 2017 Series A TARBs. The outlook on all ratings is stable.

In February 2018, Standard & Poor's Global Ratings (formerly Standard & Poor's Ratings Services) raised its rating from 'AA-' to 'AA' on the South Tahoe Joint Powers Financing Authority 2014 pension obligation bonds (POBs) issued on behalf of the City. Subsequently, in September 2018, Standard & Poor's Global Ratings upgraded its Local Currency Long-Term Rating on the 2014 bonds from 'AA' to 'AA+'. At the same time, S&P Global Ratings raised its Local Currency Long-Term Rating on the authority's 2012 certificates of participation (COP) and in addition its Underlying Rating on 2016 Series A lease revenue refunding bonds from 'AA-' to 'AA' while affirming the stable outlook for all three issuances.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect the City of South Lake Tahoe and were considered in developing the 2021-22 fiscal year budget:

- After eighteen months into the COVID-19 pandemic, the U.S. economy has made significant progress rebounding from the pandemic-induced plunge in March 2020. Not only it is bigger than before the outbreak began, economists anticipating the fastest growth rate in decades. The question, however, is how long that pace can be sustained. Concerns over supply chain disruptions, threat from COVID-19 variants and fears over growing inflation continue to disrupt everyday lives of Americans.
- U.S. job market shows recovery after the pandemic with the number of unemployed persons per every job opening nearly reaching pre-pandemic levels. However, the share of workers who voluntarily separated from their positions, a measure generally seen as a sign of economic confidence – soared to new heights in August 2021. Unemployment in September is still at elevated levels (4.8 percent) compared to before the outbreak. Close to 5 million positions were still missing from the economy. Economists reference changing worker priorities. Remote learning, schools with quarantine protocols and child care restraints are weighing on Americans' job

prospects and causing a shrinking pool of workers. California's unemployment rate remained higher than the national average but dropped from a pandemic peak of 16% to around 6.4% in September 2021. The unemployment rate in South Lake Tahoe was 6.6% in September 2021, which is significantly lower than the rate of 10.1% for the same period last year.

- The City has been experiencing significant growth in home prices and a spike in local tourism as soon as travel restrictions subsided resulting in significant excess revenues over budget in FY 2020-21.
- In November 2020, South Lake Tahoe voters approved Measure S, a general measure that increased local sales tax by one percent which took effect on April 1, 2021. Estimated at approximately $6.6 million annually, this new funding source will help address several capital needs items and partially close the gap between rising expenditures and at times sluggish or volatile revenues. The revenue, although general, will be restricted only to those purposes identified in the ballot measure which include fire protection, emergency response, snow removal, and streets and roads repair.
- FY 2021-22 General Fund revenues are projected to be $6.9 million higher than the 2020-21 total budget that was built based on COVID-19 pandemic related economic uncertainty. The total budgeted General Fund revenues equal approximately $48.2 million. The top three revenue sources, Transient Occupancy Tax (excluding Redevelopment TOT), Sales Tax (including Measure Q), and Property Tax comprise approximately 60 percent of the total primary General Fund revenues for the 2021-22 fiscal year.
- Transient occupancy tax (TOT) was the largest source of revenue for the General Fund in 2020-21 totaling $11.2 million. Despite the volatility, tourism continues to be a primary economic driver for the city. After the re-opening in July 2020 and due to a ban on international travel, the City experienced a surge in tourism resulting in City TOT outperforming other top revenue categories in 2020-21 increasing 17.1% compared to fiscal year 2019-20. In fiscal 2021-22 budget, City TOT was the largest revenue source and was budgeted at $10.1 million (including audits), a 31.5% increase compared to the 2020-21 amended budget that was maintained conservatively due to continued uncertainty related to the duration of the outbreak, representing 21% of the total General Fund revenues.
- Sales tax, including Measure Q, was the next largest revenue stream for the City's General Fund in 2020-21 and grew 29.5% compared to fiscal year 2019-20. In fiscal 2021-22, total sales tax is budgeted at $9.5 million, an increase of 21.2% over the total 2020-21 budget. Sales tax revenue comprises 20% of the budgeted 2021-22 General Fund revenues, representing the second largest revenue source in that year.
- Property tax, the third largest revenue stream for the City's General Fund in 2020-21, was approximately $9.1 million. This is an increase of 5.8% over the prior year. After three years of decline between 2010 and 2012, the property tax revenue continues to grow on the average of 5% per year. Although the COVID-19 pandemic caused a recession, the real estate market in Lake Tahoe region benefitted from folks able to work remotely with higher income earners, who have been less affected by the labor market fallout, driving up home prices in South Lake Tahoe. Property tax revenue represents the third largest revenue source in the 2021-22 conservatively budgeted at $9.2 million.
- One other factor expected to affect the City's revenues is Measure T vacation home rental (VHR) ban in residential zones taking full effect in December 2021. At this time, the impact of this event is difficult to forecast due to the state of the housing market and the real estate overall in South

Lake Tahoe. A growing average room rate, new hotel developments, and potential expansion of VHRs in non-residential areas can partially mitigate the loss of the TOT revenue caused by Measure T.

- At the end of FY 2020-21, the unassigned fund balance in the general fund was $24,880,959. The 2021-22 fiscal year adopted budget was balanced using expected revenues and existing resources for one-time expense when necessary.

Requests for Information

This Annual Comprehensive Financial Report is designed to provide citizens, taxpayers, investors, and creditors with an assessment of the City's financial position. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of South Lake Tahoe Finance Department, at 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe, CA 96150.

The Statement of Net Position and the Statement of Activities summarize the City's financial activities and financial position. They are prepared on the same basis as is used by most businesses, which means they include all the City's assets and all its liabilities, deferred outflows and inflows, as well as all its revenues and expenses. This is known as the full accrual basis—the effect of all the City's transactions is taken into account, regardless of whether or when cash changes hands, but all material internal transactions between City funds have been eliminated.

The Statement of Net Position reports the difference between the City's total assets and deferred outflows and the City's total liabilities and deferred inflows, including all the City's capital assets and all its long-term liabilities. The Statement of Net Position focuses the reader on the composition of the City's net position.

The Statement of Net Position summarizes the financial position of all of the City's Governmental Activities in a single column, and the financial position of all of the City's Business-Type Activities in a single column; these columns are followed by a total column that presents the financial position of the entire City.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue, Capital Projects, and Debt Service Fund. Since the City's Internal Service Funds service these funds, their activities are consolidated with Governmental Activities, after eliminating inter-fund transactions and balances. The City's Business-Type Activities include all its Enterprise Fund activities.

The Statement of Activities reports increases and decreases in the City's net position. It is also prepared on the full accrual basis. This differs from the "modified accrual" basis used in the Governmental Fund financial statements, which reflect only current assets, current liabilities, measurable and available revenues and measurable expenditures.

The Statement of Activities presents the City's expenses first, listed by function, and follow these with the expenses of its business-type activities. Program revenues—that is, revenues which are generated directly by these programs—are then deducted from program expenses to arrive at the net expense of each governmental and business-type program. The City's general revenues are then listed in the Governmental Activities or Business-type Activities column, as appropriate, and the Change in Net Position is computed and reconciled with the Statement of Net Position.

Both these Statements include the financial activities of the City, the South Tahoe Joint Powers Financing Authority, the South Tahoe Joint Powers Parking Financing Authority, and the Housing Authority of the City of South Lake Tahoe, which are legally separate and reported as component units of the City because they are controlled by the City, which is financially accountable for the activities of these entities.

City of South Lake Tahoe, California
Statement of Net Position
September 30, 2021

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and investments (Note 3)	$ 65,324,791	$ 6,322,891	$ 71,647,682
Restricted cash and investments (Note 3)	1,591,549	2,865,117	4,456,666
Accounts receivable - net	5,069,381	161,476	5,230,857
Interest receivable	42,555	-	42,555
Inventory	238,298	-	238,298
Prepaid items	211,441	-	211,441
Land held for resale	1,225,000	-	1,225,000
Advances to RDA Successor Agency	5,289,178	-	5,289,178
Loans receivable (Note 5)	34,649,049	-	34,649,049
Capital assets (Note 6)			
Nondepreciable	13,120,431	8,951,787	22,072,218
Depreciable, net	85,384,350	17,723,822	103,108,172
Total assets	212,146,023	36,025,093	248,171,116
Deferred Outflows of Resources			
Deferred amount on refunding	144,128	-	144,128
Deferred outflows related to pensions	13,090,398	9,776	13,100,174
Total deferred outflows of resources	13,234,526	9,776	13,244,302
Liabilities			
Accounts payable	2,775,603	100,559	2,876,162
Accrued expenses	256,245	99,650	355,895
Deposits	2,059,559	57,205	2,116,764
Due to developers	465,255	1,352	466,607
Unearned revenue	2,744,641	-	2,744,641
Compensated absences (Note 8)			
Due within one year	2,314,465	33,027	2,347,492
Uninsured losses payable (Note 11)			
Due within one year	1,554,288	-	1,554,288
Due in more than one year	4,477,903	-	4,477,903
Long-term liabilities due in more than one year:			
Net pension liability (Note 10)	54,896,006	818,971	55,714,977
Nonexchange financial guarantee (Note 15)	1,374,801	-	1,374,801
Long-term debt (Note 7)			
Due within one year	3,128,497	278,442	3,406,939
Due in more than one year	20,055,957	5,883,398	25,939,355
Total liabilities	96,103,220	7,272,604	103,375,824
Deferred inflows related to pensions	25,110,481	225,387	25,335,868
Net Position (Note 9)			
Net investment in capital assets	76,620,561	20,513,769	97,134,330
Restricted for			
Debt service	1,343,135	2,865,117	4,208,252
Public safety	956,217	-	956,217
Snow removal	964,761	-	964,761
Housing and economic development	1,603,282	-	1,603,282
Community and tourism improvement	736,701	-	736,701
Parks and recreation projects	13,427,113	-	13,427,113
Capital projects	635,885	-	635,885
Transportation	411,536	-	411,536
Solid waste	46,037	-	46,037
Vehicle replacement	737,688	-	737,688
PEG Program	160,235	-	160,235
Erosion control	159,937	-	159,937
Total restricted net position	21,182,527	2,865,117	24,047,644
Unrestricted	6,363,760	5,157,992	11,521,752
Total net position	$ 104,166,848	$ 28,536,878	$ 132,703,726

See Notes to Financial Statements

City of South Lake Tahoe, California
Statement of Activities
Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Governmental Activities							
General government	$ 16,178,272	$ 2,246,194	$ 76,098	$ -	$ (13,855,980)	$ -	$ (13,855,980)
Public safety	19,117,131	2,871,525	1,045,756	66,060	(15,133,790)	-	(15,133,790)
Public works	8,175,125	2,650,282	55,514	693,097	(4,776,232)	-	(4,776,232)
Parks and recreation	4,329,864	94,068	112,000	-	(4,123,796)	-	(4,123,796)
Streets	3,280,145	128,313	1,797,499	734,318	(620,015)	-	(620,015)
Interest on long-term debt	743,184	-	-	-	(743,184)	-	(743,184)
Total governmental activities	51,823,721	7,990,382	3,086,867	1,493,475	(39,252,997)	-	(39,252,997)
Business-type Activities							
Transit	310,670	149,000	-	-	-	(161,670)	(161,670)
Airport	2,163,804	965,976	-	3,993,173	-	2,795,345	2,795,345
Parking garage	902,351	1,024,565	-	330,000	-	452,214	452,214
Parking management	16,187	179,322	-	-	-	163,135	163,135
Total business-type activities	3,393,012	2,318,863	-	4,323,173	-	3,249,024	3,249,024
Total	$ 55,216,733	$ 10,309,245	$ 3,086,867	$ 5,816,648	(39,252,997)	3,249,024	(36,003,973)
General Revenues							
Taxes							
Property taxes					9,714,974	-	9,714,974
Sales taxes					15,012,487	-	15,012,487
Transient occupancy taxes					20,353,784	-	20,353,784
Franchise taxes					1,708,253	-	1,708,253
Other taxes					6,276,684	-	6,276,684
Use of money and property					239,104	9,497	248,601
Miscellaneous					1,569,747	-	1,569,747
Transfers (Note 4A)					(316,710)	316,710	-
Total general revenues and transfers					54,558,323	326,207	54,884,530
Special Items							
Adjustment to nonexchange financial guarantee					(816,776)	-	(816,776)
Change in Net Position					14,488,550	3,575,231	18,063,781
Net Position-Beginning, as restated					89,678,298	24,961,647	114,639,945
Net Position-Ending					$ 104,166,848	$ 28,536,878	$ 132,703,726

See Notes to Financial Statements



The funds described below were determined to be Major Funds by the City in fiscal year 2021. Individual non-major funds may be found in the Supplemental section.

General Fund – The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. The major revenue sources for this Fund are sales taxes, property taxes, unrestricted revenues from the State, fines and forfeitures and interest income. Expenditures are incurred for public safety, public works, development services, parks and recreation, and general government.

City Housing & Economic Development Fund – Established to account for restricted Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and other funds obtained for the purpose of increasing or improving the City's supply of low or moderate-income housing.

Measure P Recreation Fund – Established to account for the 2 percent Transient Occupancy Taxes collected for the purpose of construction, operation and maintenance of recreational facilities.

City Capital Projects Fund – Established to account for the construction and maintenance of the City's projects. Funding sources for the City Capital Projects Fund are the General Fund and grant funds from various granting agencies.

City Debt Service Fund – Established to account for the financing and debt service activities within the City.



City of South Lake Tahoe, California
Balance Sheet – Governmental Funds
September 30, 2021

	General Fund	City Housing & Economic Development Fund	Measure P Recreation	City Capital Projects Fund	City Debt Service	Other Governmental Funds	Total Governmental Funds
Assets							
Cash and investments (Note 3)	$ 25,657,208	$ 1,915,020	$ 13,317,370	$ 8,658,952	$ -	$ 10,027,717	$ 59,576,267
Restricted cash and investments (Note 3)	-	-	-	-	1,588,580	-	1,588,580
Accounts receivable - net	3,732,545	14,981	111,790	368,901	-	798,486	5,026,703
Interest receivable	42,555	-	-	-	-	-	42,555
Due from other funds (Note 4B)	481,513	-	-	-	-	-	481,513
Prepaid items	114,910	-	-	-	96,531	-	211,441
Inventory	238,298	-	-	-	-	-	238,298
Land held for resale	1,225,000	-	-	-	-	-	1,225,000
Loans receivable (Note 5)	382,361	34,266,688	-	-	-	-	34,649,049
Advances to other funds (Note 4C)	-	-	-	23,813	-	-	23,813
Advances to RDA Successor Agency (Note 4C)	4,638,627	-	-	-	-	317,809	4,956,436
Total assets	$ 36,513,017	$ 36,196,689	$ 13,429,160	$ 9,051,666	$ 1,685,111	$ 11,144,012	$ 108,019,655
Liabilities							
Accounts payable	$ 1,334,556	$ 428	2,047	$ 895,995	$ 119,621	$ 414,273	$ 2,766,920
Accrued expenditures	253,890	-	-	-	-	2,082	255,972
Due to other funds (Note 4B)	-	-	-	-	186,066	295,447	481,513
Deposits	1,733,268	326,291	-	-	-	-	2,059,559
Due to developers	465,255	-	-	-	-	-	465,255
Unearned revenue	89,644	-	-	-	-	2,654,997	2,744,641
Advances from other funds (Note 4C)	-	-	-	-	23,813	-	23,813
Total liabilities	3,876,613	326,719	2,047	895,995	329,500	3,366,799	8,797,673
Deferred Inflows of Resources							
Unavailable revenue - revolving loans	-	34,266,688	-	-	-	-	34,266,688
Fund Balances (Note 9)							
Nonspendable	6,216,835	-	-	-	96,531	-	6,313,366
Restricted	750,000	1,603,282	13,427,113	-	1,259,080	4,893,052	21,932,527
Committed	-	-	-	8,131,858	-	2,440,176	10,572,034
Assigned	788,610	-	-	23,813	-	567,633	1,380,056
Unassigned	24,880,959	-	-	-	-	(123,648)	24,757,311
Total fund balances	32,636,404	1,603,282	13,427,113	8,155,671	1,355,611	7,777,213	64,955,294
Total liabilities, deferred inflows of resources and fund balances	$ 36,513,017	$ 36,196,689	$ 13,429,160	$ 9,051,666	$ 1,685,111	$ 11,144,012	$ 108,019,655

See Notes to Financial Statements

Total fund balances reported on the governmental funds balance sheet		$ 64,955,294
Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds above because of the following:		
Capital Assets		
Capital assets used in Governmental Activities are not current assets or financial resources and therefore are not reported in the Governmental Funds.		98,504,781
Allocation of Internal Service Fund Net Position		
Internal service funds are not governmental funds. However, they are used by management to charge the costs of certain activities, such as insurance to individual governmental funds. The net position of the Internal Service Funds are therefore included in Governmental Activities in the following line items in the Statement of Net Position.		
Cash and investments	$ 5,748,524	
Restricted cash and investments	2,969	
Accounts receivable - net	42,678	
Interfund advances	332,742	
Accounts payable and accrued expenses	(8,956)	
Uninsured losses payable	(5,792,000)	
		325,957
Accrual of Non-Current Resources		
Revenue on the Governmental Fund Balance Sheet which is not available is currently recognized in the Statement of Net Position.		34,266,688
Deferred Outflows and Inflows of Resources		
The deferred accounts below are related to the net pension liability and are not due and payable in the current period and therefore are not reported in the Funds.		
Deferred inflows of resources - amounts related to pensions		(25,110,481)
Deferred outflows of resources - amounts related to pensions		13,090,398
The deferred amount on refunding of long-term debt used in governmental activities are not financial resources and therefore, are not reported in the governmental funds.		144,128
Long-Term Liabilities		
The liabilities below are not due and payable in the current period and therefore are not reported in the Funds:		
Long-term debt, net of bond premium		(23,184,454)
Uninsured losses payable		(240,191)
Nonexchange financial guarantee		(1,374,801)
Compensated absences		(2,314,465)
Net pension liability		(54,896,006)
Net position of governmental activities		$ 104,166,848

See Notes to Financial Statements

City of South Lake Tahoe, California

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds

Year Ended September 30, 2021

	General Fund	City Housing & Economic Development Fund	Measure P Recreation	City Capital Projects Fund	City Debt Service	Other Governmental Funds	Total Governmental Funds
Revenues							
Taxes and assessments	$ 42,597,200	$ -	$ 3,234,866	$ -	$ -	$ 1,435,249	$ 47,267,315
Licenses, permits and impact fees	1,763,093	-	-	-	-	358,095	2,121,188
Fines and penalties	96,556	-	-	-	-	60,407	156,963
Use of money and property	105,111	1,131	21,087	658	48	21,769	149,804
Intergovernmental revenue	3,393,370	36,220	-	1,612,871	-	2,708,769	7,751,230
Charges for current services	3,281,080	83,764	-	244,605	-	4,983,254	8,592,703
Other revenue	658,085	-	-	-	-	397,171	1,055,256
Total revenues	51,894,495	121,115	3,255,953	1,858,134	48	9,964,714	67,094,459
Expenditures							
Current							
General government	9,753,308	245,523	-	-	17,856	219,606	10,236,293
Public safety	19,921,546	-	-	-	-	1,659,594	21,581,140
Public works	5,850,205	-	-	-	-	899,588	6,749,793
Parks and recreation	1,438,655	-	-	-	-	3,323,093	4,761,748
Streets	-	-	-	-	-	2,713,902	2,713,902
Capital outlay	231,032	-	-	8,391,035	-	1,118,024	9,740,091
Debt service							
Principal	-	-	-	-	3,014,466	50,593	3,065,059
Interest and fiscal charges	-	-	-	-	842,925	9,067	851,992
Payment of financial guarantee	-	-	-	-	-	406,000	406,000
Total expenditures	37,194,746	245,523	-	8,391,035	3,875,247	10,399,467	60,106,018
Excess (Deficiency) of Revenues over Expenditures	14,699,749	(124,408)	3,255,953	(6,532,901)	(3,875,199)	(434,753)	6,988,441
Other Financing Sources (Uses)							
Transfers in (Note 4A)	372,846	105,437	-	6,843,937	3,347,643	3,373,424	14,043,287
Transfers out (Note 4A)	(10,859,767)	(977,057)	(1,739,326)	(33,188)	-	(750,659)	(14,359,997)
Proceeds from sale of capital assets	41	-	-	-	-	-	41
Issuance of long term debt	-	-	-	2,700,000	-	-	2,700,000
Total other financing sources (uses)	(10,486,880)	(871,620)	(1,739,326)	9,510,749	3,347,643	2,622,765	2,383,331
Net Change in Fund Balances	4,212,869	(996,028)	1,516,627	2,977,848	(527,556)	2,188,012	9,371,772
Beginning Fund Balances, as restated	28,423,535	2,599,310	11,910,486	5,177,823	1,883,167	5,589,201	55,583,522
Ending Fund Balances	$ 32,636,404	$ 1,603,282	$ 13,427,113	$ 8,155,671	$ 1,355,611	$ 7,777,213	$ 64,955,294

See Notes to Financial Statements

The schedule below reconciles the Net Change in Fund Balances reported on the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance, which measures only changes in current assets and current liabilities on the modified accrual basis, to the Change in Net Position of Governmental Activities reported in the Statement of Activities, which is prepared on the full accrual basis.

Net Change in Fund Balances - Total Governmental Funds	$ 9,371,772
Amounts reported for governmental activities in the Statement of Activities are different because of the following:	
Capital Assets Transactions	
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.	
Purchase of capital assets, net of retirements	6,873,526
Depreciation expense	(7,148,032)
The net effect of various miscellanous transactions involving capital assets (i.e., disposals and transfers between governmental and business-type activities) resulting in an increase or (decrease) of net position.	
Loss on disposal	(35,818)
Long-Term Debt Issuance and Payments	
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but in the Statement of Net Position the repayment reduces long-term liabilities.	
Repayment of debt principal	3,065,059
Issuance of long term debt	(2,700,000)
Amortization of deferred amounts on refunding	(37,598)
Amortization of bond premium	146,406
Payments to the RDA Successor for the nonexchange financial guarantee uses current financial resources in the governmental funds, but reduces the total amount of future expected payments under the guarantee in the Statement of Net Position	406,000
Accrual of Non-Current Items	
The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in governmental funds (net change):	
Unavailable revenues	342,032
Compensated absences	24,496
Uninsured losses payable	231,768
Change in net pension liability	4,549,703
Change in nonexchange financial guarantee	(816,776)
Allocation of Internal Service Fund Activity	
Internal Service Funds are used by management to charge the costs of certain activities, such as insurance to individual funds. The portion of the net revenue (expense) of these Internal Service Funds arising out of their transactions with governmental Funds is reported with governmental activities, because they service those activities.	
Change in Net Position - All Internal Service Funds	216,012
Change in net position of governmental activities	$ 14,488,550

See Notes to Financial Statements

City of South Lake Tahoe, California

Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund

Year Ended September 30, 2021

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes and assessments	$ 30,658,409	$ 31,093,834	$ 42,597,200	$ 11,503,366
Licenses, permits, and impact fees	1,540,600	1,450,200	1,763,093	312,893
Fines and penalties	310,500	110,500	96,556	(13,944)
Use of money and property	436,265	417,065	105,111	(311,954)
Intergovernmental revenue	2,883,244	3,163,217	3,393,370	230,153
Charges for current services	3,985,578	3,268,578	3,281,080	12,502
Other revenue	178,300	247,301	658,085	410,784
Total revenues	39,992,896	39,750,695	51,894,495	12,143,800
Expenditures				
Current				
General government	7,816,449	10,337,788	9,753,308	584,480
Public safety	17,921,375	20,890,168	19,921,546	968,622
Public works	7,181,318	6,487,423	5,850,205	637,218
Parks and recreation	1,462,396	1,868,752	1,438,655	430,097
Capital outlay	-	350,451	231,032	119,419
Total expenditures	34,381,538	39,934,582	37,194,746	2,739,836
Excess (Deficiency) of Revenues over Expenditures	5,611,358	(183,887)	14,699,749	14,883,636
Other Financing Sources (Uses)				
Transfers in	528,519	380,520	372,846	(7,674)
Transfers out	(6,139,877)	(10,963,247)	(10,859,767)	103,480
Gain on sale of capital assets	-	-	41	41
Total other financing sources (uses)	(5,611,358)	(10,582,727)	(10,486,880)	95,847
Net Change in Fund Balance	$ -	$(10,766,614)	4,212,869	$ 14,979,483
Beginning Fund Balance			28,423,535	
Ending Fund Balance			$ 32,636,404	

See Notes to Financial Statements

City of South Lake Tahoe, California

Statement of Revenues, Expenses, and Changes in Fund Balance – Budget and Actual – City Housing & Economic Development Fund

Year Ended September 30, 2021

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Use of money and property	$ 1,000	$ 1,000	$ 1,131	$ 131
Intergovernmental revenue	-	454,654	36,220	(418,434)
Charges for services	147,100	147,100	83,764	(63,336)
Total revenues	148,100	602,754	121,115	(481,639)
Expenditures				
Current				
General government	281,788	771,730	245,523	526,207
Total expenditures	281,788	771,730	245,523	526,207
Excess (Deficiency) of Revenues over Expenditures	(133,688)	(168,976)	(124,408)	44,568
Other Financing Sources (Uses)				
Transfers in	187,437	197,437	105,437	(92,000)
Transfers out	(82,000)	(1,084,842)	(977,057)	107,785
Total other financing sources (uses)	105,437	(887,405)	(871,620)	15,785
Net Change in Fund Balance	$ (28,251)	$(1,056,381)	(996,028)	$ 60,353
Beginning Fund Balance			2,599,310	
Ending Fund Balance			$ 1,603,282	

See Notes to Financial Statements

City of South Lake Tahoe, California

Statement of Revenues, Expenses, and Changes in Fund Balance – Budget and Actual – Measure P Recreation Fund

Year Ended September 30, 2021

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes and assessments	$ 3,000,000	$ 3,000,000	$ 3,234,866	$ 234,866
Use of money and property	75,000	75,000	21,087	(53,913)
Total revenues	3,075,000	3,075,000	3,255,953	180,953
Excess (Deficiency) of Revenues over Expenditures	3,075,000	3,075,000	3,255,953	180,953
Other Financing Sources (Uses)				
Transfers out	(5,000,000)	(5,000,000)	(1,739,326)	3,260,674
Total other financing sources (uses)	(5,000,000)	(5,000,000)	(1,739,326)	3,260,674
Net Change in Fund Balance	$(1,925,000)	$ (1,925,000)	1,516,627	$ 3,441,627
Beginning Fund Balance			11,910,486	
Ending Fund Balance			$ 13,427,113	

See Notes to Financial Statements



Proprietary funds account for City operations financed and operated in a manner similar to a private business enterprise. The intent of the City proprietary funds is that the cost of providing goods and services be financed primarily through user charges.

Airport Fund – Established for the operation, development, maintenance and capital improvements of the South Lake Tahoe Airport.

Parking Garage Fund – Established for all activities necessary to provide administration, operations, capital improvements, maintenance, financing and related debt service of parking garage.

Other Enterprise Funds – Includes the non-major enterprise funds of the City, including the Transit and Parking Management Funds.

Internal Service Funds – The City has internal service funds which provide services to other departments on a cost-reimbursement basis including Health, Vision and Dental Insurance, and Worker's Compensation Self Insurance.

City of South Lake Tahoe, California
Statement of Net Position – Proprietary Funds
September 30, 2021

	Business-Type Activities - Enterprise Funds				Governmental Activities- Internal Service Funds
	Airport	Parking Garage	Other Enterprise Funds	Totals	
Assets					
Current Assets					
Cash and investments (Note 3)	$ 2,631,976	$ 2,977,493	$ 713,422	$ 6,322,891	$ 5,748,524
Restricted cash and investments (Note 3)	-	2,865,117	-	2,865,117	2,969
Accounts receivable - net	147,921	12,547	1,008	161,476	42,678
Total current assets	2,779,897	5,855,157	714,430	9,349,484	5,794,171
Non-Current Assets					
Advances to RDA Successor Agency (Note 4C)	-	-	-	-	332,742
Capital assets (Note 6)					
Nondepreciable	6,172,798	1,463,616	1,315,373	8,951,787	-
Depreciable	11,674,469	4,215,856	1,833,497	17,723,822	-
Total noncurrent assets	17,847,267	5,679,472	3,148,870	26,675,609	332,742
Total assets	20,627,164	11,534,629	3,863,300	36,025,093	6,126,913
Deferred Outflows of Resources					
Deferred outflows related to pensions	9,776	-	-	9,776	-
Liabilities					
Current Liabilities					
Accounts payable	84,620	15,104	835	100,559	8,683
Accrued expenses	-	-	-	-	273
Accrued interest payable	-	99,650	-	99,650	-
Deposits	57,205	-	-	57,205	-
Due to developers	1,352	-	-	1,352	-
Current portion of long-term debt (Note 7)	8,442	270,000	-	278,442	-
Compensated absences (Note 8)	33,027	-	-	33,027	-
Uninsured losses payable (Note 12)	-	-	-	-	1,314,097
Total current liabilities	184,646	384,754	835	570,235	1,323,053
Long-Term Liabilities					
Uninsured losses payable (Note 12)	-	-	-	-	4,477,903
Net pension liability	818,971	-	-	818,971	-
Long-term debt (Note 7)	48,398	5,835,000	-	5,883,398	-
Total long-term liabilities	867,369	5,835,000	-	6,702,369	4,477,903
Total liabilities	1,052,015	6,219,754	835	7,272,604	5,800,956
Deferred Inflows of Resources					
Deferred inflows related to pensions	225,387	-	-	225,387	-
Net Position (Note 9)					
Net investment in capital assets	17,790,427	(425,528)	3,148,870	20,513,769	-
Restricted for debt service	-	2,865,117	-	2,865,117	-
Unrestricted	1,569,111	2,875,286	713,595	5,157,992	325,957
Total net position	$ 19,359,538	$ 5,314,875	$ 3,862,465	$ 28,536,878	$ 325,957

See Notes to Financial Statements

City of South Lake Tahoe, California

Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds

Year Ended September 30, 2021

	Business-Type Activities - Enterprise Funds				Governmental Activities- Internal Service Funds
	Airport	Parking Garage	Other Enterprise Funds	Totals	
Operating Revenues					
Charges for current services	$ 87,603	$ 1,015,516	$ 179,322	$ 1,282,441	$ 4,873,580
Rental and reimbursements	878,373	9,049	149,000	1,036,422	136,776
Other income	-	-	-	-	50,544
Total operating revenues	965,976	1,024,565	328,322	2,318,863	5,060,900
Operating Expenses					
Salaries and wages	254,729	30,045	-	284,774	-
Payroll expenses	148,940	10,844	-	159,784	-
Contracted services	189,391	208,494	-	397,885	175,149
Supplies	171,967	39,082	6,272	217,321	-
Communication	6,290	1,970	-	8,260	-
Repairs and maintenance	55,385	-	-	55,385	-
Insurance	69,794	62,323	112,677	244,794	-
Claims	-	-	-	-	4,668,383
General expenses	47,358	1,246	2,474	51,078	10,581
Depreciation (Note 6)	1,216,968	206,434	193,383	1,616,785	-
Total operating expenses	2,160,822	560,438	314,806	3,036,066	4,854,113
Operating income (loss)	(1,194,846)	464,127	13,516	(717,203)	206,787
Nonoperating Revenues (Expenses)					
Interest expense	(2,982)	(341,913)	(12,051)	(356,946)	-
Investment earnings	3,356	5,101	1,040	9,497	9,225
Total nonoperating revenues (expenses)	374	(336,812)	(11,011)	(347,449)	9,225
Income (Loss) Before Contributions and Transfers	(1,194,472)	127,315	2,505	(1,064,652)	216,012
Capital grants and contributions	3,993,173	330,000	-	4,323,173	-
Transfers in (Note 4A)	346,115	-	-	346,115	30,000
Transfers out (Note 4A)	-	-	(29,405)	(29,405)	(30,000)
Total contributions and transfers	4,339,288	330,000	(29,405)	4,639,883	-
Change in Net Position	3,144,816	457,315	(26,900)	3,575,231	216,012
Beginning Net Position	16,214,722	4,857,560	3,889,365	24,961,647	109,945
Ending Net Position	$ 19,359,538	$ 5,314,875	$ 3,862,465	$ 28,536,878	$ 325,957

See Notes to Financial Statements

City of South Lake Tahoe, California
Statement of Cash Flows – Proprietary Funds
Year Ended September 30, 2021

	Business-Type Activities - Enterprise Funds				Governmental Activities- Internal Service Funds
	Airport	Parking Garage	Other Enterprise Funds	Totals	
Operating Activities					
Receipts from customers	$ 1,124,330	$ 1,013,065	$ 328,463	$ 2,465,858	$ 5,022,881
Payments to suppliers	(736,936)	(315,578)	(120,723)	(1,173,237)	(193,101)
Payments to employees	(453,907)	(40,889)	-	(494,796)	-
Claims paid	-	-	-	-	(4,308,383)
Net Cash Provided by (used for) Operating Activities	(66,513)	656,598	207,740	797,825	521,397
Noncapital Financing Activities					
Transfers in	346,115	-	-	346,115	30,000
Transfers out	-	-	(29,405)	(29,405)	(30,000)
Net Cash Provided by (used for) Noncapital Financing Activities	346,115	-	(29,405)	316,710	-
Capital and Related Financing Activities					
Capital grants	3,993,173	-	-	3,993,173	-
Capital asset purchases	(4,206,587)	-	-	(4,206,587)	-
Contributions	-	330,000	-	330,000	-
Principal payments on debt	(8,072)	(260,000)	-	(268,072)	-
Interest paid	(2,982)	(344,946)	(12,051)	(359,979)	-
Net cash provided by (used for) Capital and Related Financing Activities	(224,468)	(274,946)	(12,051)	(511,465)	-
Investing Activities					
Investment earnings	3,356	5,101	1,040	9,497	9,225
Net Cash Provided (used for) Investing Activities	3,356	5,101	1,040	9,497	9,225
Net Increase in Cash and Investments	58,490	386,753	167,324	612,567	530,622
Cash and Investments at Beginning of Period	2,573,486	5,455,857	546,098	8,575,441	5,220,871
Cash and Investments at End of Period	$ 2,631,976	$ 5,842,610	$ 713,422	$ 9,188,008	$ 5,751,493
Reconciliation of Operating Income (Loss) to net cash Provided by (used by) Operating Activities:					
Operating income (loss)	$ (1,194,846)	$ 464,127	$ 13,516	$ (717,203)	$ 206,787
Adjustments to reconcile operating income (loss) to cash flows from operating activities:					
Depreciation	1,216,968	206,434	193,383	1,616,785	-
Increase (decrease) in pension related amounts	(57,998)	-	-	(57,998)	-
Change in assets and liabilities:					
Receivables, net	157,002	(11,500)	141	145,643	(38,019)
Accounts payable and other accrued expenses	(187,639)	(2,463)	700	(189,402)	352,629
Net Cash Provided by (used for) Operating Activities	$ (66,513)	$ 656,598	$ 207,740	$ 797,825	$ 521,397

See Notes to Financial Statements

Fiduciary funds are presented separately from the Government-wide and Fund financial statements. The City had the following types of Fiduciary Funds in fiscal year 2021:

Redevelopment Obligation Retirement Private-Purpose Trust Fund

This fund was established to account for the assets, liabilities, and activities of the Successor Agency to the South Tahoe Redevelopment Agency.

Custodial Funds

Custodial funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the City-wide financial statements but are presented in separate Fiduciary Fund financial statements.

City of South Lake Tahoe, California
Statement of Fiduciary Net Position
September 30, 2021

	Redevelopment Obligation Retirement Private-Purpose Trust Fund	Custodial Funds
Assets		
Cash and investments (Note 3)	$ 599	$ 2,021,382
Restricted cash and investments (Note 3)	8,975,825	1,043,641
Accounts receivable	-	200,723
Capital assets (Note 16)		
Land	7,857,332	-
Depreciable capital assets, net	1,732,890	-
Total assets	18,566,646	3,265,746
Deferred Outflows of Resources		
Deferred amount on refunding	1,236,207	-
Liabilities		
Accounts payable	-	30,988
Deposits and other accruals	-	8,905
Advances payable to City of South Lake Tahoe	5,289,178	-
Long-term liabilities (Note 16)		
Due in one year	2,560,000	-
Due in more than one year	63,202,872	-
Total liabilities	71,052,050	39,893
Net Position (Deficit)		
Restricted for individuals, organizations, and other governments	(51,249,197)	3,225,853
	$ (51,249,197)	$ 3,225,853

See Notes to Financial Statements

City of South Lake Tahoe, California
Statement of Changes in Fiduciary Net Position
Year Ended September 30, 2021

	Redevelopment Obligation Retirement Private-Purpose Trust Fund	Custodial Funds
Additions		
Taxes and assessments	$ 4,883,919	$ 916,374
Interest income	3,373	3,640
Transfer in of transient occupancy taxes for debt service	406,000	-
Total additions	5,293,292	920,014
Deductions		
General government	207,272	-
Program and administrative charges	-	169,645
Debt service principal	-	335,000
Distributions to other governments	-	330,000
Interest and fiscal charges	2,571,712	175,994
Total deductions	2,778,984	1,010,639
Net Change in Net Position	2,514,308	(90,625)
Net Position (Deficit)		
Beginning of Year, As Restated	(53,763,505)	3,316,478
End of Year	$ (51,249,197)	$ 3,225,853

See Notes to Financial Statements



Note 1 - Significant Accounting Policies

The City of South Lake Tahoe, California (City) is a year-round resort community with a permanent estimated population of 23,398. The City operates under the Council/Manager form of government and provides the following services: public safety (police and fire), highways and streets, airport management, transportation, recreation, planning and zoning, public improvements and general administration.

A. Reporting Entity

The City is governed by a five-member council elected by city residents. The City is legally separate and fiscally independent which means it can issue debt, set and modify budgets and fees and sue or be sued. These financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations and so data from these units are combined with data of the primary government.

Primary Government

The financial statements of the City include the activities of the City and blended component units discussed below. While these component units are separate legal entities, their financial activities are integral to those of the City. Their financial activities have been aggregated and merged (termed "blending") with those of the City in the accompanying financial statements.

Blended Component Units

The South Tahoe Joint Powers Financing Authority (STJPFA) was formed by the City and Former Redevelopment Agency (Successor Agency) to finance the acquisition of public improvements. The City Council sits as the Authority's Board and the Authority's debt service expenditures are financed by the City and the Successor Agency. The Authority therefore provides a financial benefit and burden to the City. Financial activities have been included in the City Debt Service Fund and the Private Purpose Trust Fund.

The South Tahoe Joint Powers Parking Financing Authority was formed by the City and Successor Agency to finance the acquisition of certain public capital improvements, including parking facilities to aid the Successor Agency's redevelopment plan. The City Council sits as the Authority's Board and the Authority's debt service expenditures are financed by the City parking garage operations. The Authority therefore provides a financial benefit and burden to the City. Financial activities have been included in the Parking Enterprise Fund.

The Housing Authority of the City of South Lake Tahoe, California, was established to provide housing for the City's low and moderate-income residents. The City Council sits as the Authority's Board and all accounting and administrative functions are performed by City staff. The Authority therefore provides a financial benefit and burden to the City. The financial activities of the Authority have been included in the City Housing & Economic Development Special Revenue Fund.

B. Basis of Presentation

The City's Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the U.S.A.

Government-wide Statements: The Statement of Net Position and the Statement of Activities display information about the primary government (City) and its component units. These statements include the financial activities of the overall City government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities and any residual balance between Government Activities and Business Type Activities are reported as internal balances with the exception of interfund services provided and used. These interfund activities are not eliminated in the process of consolidation. These statements distinguish between the *governmental* and *business-type* activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category—*governmental, proprietary, and fiduciary*—are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

Proprietary fund *operating* revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Non-operating* revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities.

C. Major Funds

Major funds are defined as funds that have either assets, deferred outflows of resources, liabilities, deferred inflows of resources, revenues or expenditures/expenses equal to ten percent of their fund-type total and five percent of the grand total. The General Fund is always a major fund. The City may also select other funds it believes because of relevance to financial statement users to be presented as major funds.

The City reports the following major governmental funds in the accompanying financial statements:

General Fund - The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. The major revenue sources for this Fund are sales taxes, property taxes, transient occupancy taxes, unrestricted revenues from the State, fines and forfeitures and interest income. Expenditures are incurred for public safety, public works, development services, parks and recreation, and general government.

City Housing & Economic Development Special Revenue Fund - Established to account for restricted former redevelopment tax allocations set aside for low and moderate-income housing, CDBG, and HOME funds used for the purpose of increasing or improving the City's supply of low or moderate–income housing.

Measure P Recreation Fund - Established to account for the 2 percent Transient Occupancy Taxes collected for the purpose of construction, operation and maintenance of recreational facilities.

City Capital Projects Fund - Established to account for the construction and maintenance of the City projects. The funding sources for City Capital Projects are the General Fund and grant funds from various granting agencies.

City Debt Service Fund - Established to account for the financing and debt service activities within the City.

The City reports the following enterprise funds as major funds in the accompanying financial statements:

Airport Fund - Established for the operation, development, maintenance and capital improvements of the South Lake Tahoe Airport.

Parking Garage Fund - Established for all activities necessary to provide administration, operations, capital improvements, maintenance, financing and related debt service of parking garage.

The City also reports the following fund types:

Internal Service Funds - The Health, Vision, and Dental Insurance, and Workers' Compensation Self Insurance; all of which provide services to other departments on a cost-reimbursement basis.

Fiduciary Funds - Fiduciary funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the Government-wide financial statements, but are presented in separate Fiduciary Fund financial statements and consist primarily of funds held as a custodian for various special assessment districts, other organizations, and the South Tahoe Basin Waste Management Authority, as well as the Redevelopment Obligation Retirement Private-Purpose Trust Fund, which accounts for the activities of the Successor Agency to the South Tahoe Redevelopment Agency.

D. Basis of Accounting

The government-wide, proprietary and fiduciary fund financial statements are reported using the *economic resources measurement focus* and the *full accrual basis* of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable* and *available*. The City considers property taxes revenues to be available if collected within sixty days after year-end. All other revenues reported in the governmental funds are considered to be available if the revenues are collected within three hundred and sixty-five days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and accumulated unpaid vacation, sick pay and other employee amounts, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Non-exchange transactions, in which the City gives or receives value without directly receiving or giving equal value in exchange, include property taxes, grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Other revenues susceptible to accrual are sales taxes and interest revenue. Forfeitures, licenses, permits and miscellaneous revenue are not susceptible to accrual because they are not measurable until received in cash. Grant funding received before all eligibility requirements are met is accounted for as unearned revenue.

Grant revenues are recognized in the fiscal year in which all eligibility requirements are met. Under the terms of grant agreements, the City may fund certain programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position may be available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary.

E. Inventory

Inventory consists of parts and fuel which are held for consumption and are valued at cost on a first-in, first-out basis (consumption method).

F. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. Prepaid items are reduced as the items are utilized or consumed.

G. Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports deferred outflows related to pensions and deferred amounts on refunding.

Deferred inflows of resources represent an acquisition of net position that applies to a future period and will not be recognized as an inflows or resources (revenue) until that time. The City has two items that qualify for reporting in this category. The first item, unavailable revenue, arises only under modified accrual basis of accounting and is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenue from principle and interest receivable on revolving loans. The amount is deferred and recognized as an inflow of resources in the period that the amount becomes available. At the government-wide statements, this item is eliminated and recognized as revenue since "availability" of resources is not a criteria used in the government-wide statements. The City also reports deferred inflows related to pensions.

H. Capital Assets

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated acquisition value on the date contributed. The City's policy is to capitalize all assets with costs exceeding certain minimum thresholds and with useful lives exceeding three years.

All capital assets with limited useful lives are depreciated over their estimated useful lives. The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets. Depreciation of all capital assets is charged as an expense against operations each year and the total amount of depreciation taken over the years, called accumulated depreciation, is reported on the statement of net position as a reduction in the book value of capital assets.

Depreciation is provided using the straight-line method which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The City has assigned the useful lives and capitalization thresholds listed below to capital assets:

	Life (Years)	Threshold
Buildings	30 - 40	$ 50,000
Vehicles	3 - 6	7,000
Furniture, machinery, and equipment	3 - 10	7,000
Buses	10	7,000
Transit center buildings	30 - 40	50,000
Terminal buildings	30 - 40	50,000
Streets	30 - 40	200,000
Bike paths	20	200,000
Streetscape	30 - 40	200,000

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period.

I. Property Tax

El Dorado County assesses properties and bills, collects, and distributes property taxes to the City. The City participates in the County "Teeter Plan" method of property tax distribution. Under the Teeter Plan, the County remits the entire amount levied and handles all delinquencies, retaining interest and penalties. Secured and unsecured property taxes are levied on January 1 of the preceding fiscal year.

Secured property tax is due in two installments, on November 1 and March 1, and becomes a lien on those dates. It becomes delinquent on December 10 and April 10, respectively. Unsecured property tax is due on July 1 and becomes delinquent on August 31.

The term "unsecured" refers to taxes on personal property other than real estate, land and buildings. These taxes are secured by liens on the property being taxed. Property tax revenues are recognized by the City in the fiscal year they are assessed provided they become available as defined above.

J. Compensated Absences

Compensated absences comprise unused vacation leave, vested sick pay and compensated time off, which are accrued as earned. The City's liability for compensated absences is recorded in various Governmental funds or Proprietary funds as appropriate. For all governmental funds, amounts representing permanent liquidations are recorded as fund liabilities; the long-term portion is recorded in the Statement of Net Position. A roll-forward of the compensated absences balances is included in Note 8.

K. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

L. Cash and Cash Equivalents

The City's cash and cash equivalents reported in the proprietary fund statements are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

M. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

N. Adopted New Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) releases new accounting and financial reporting standards which may have a significant impact on the City's financial reporting process. The City became subject to the following GASB Statements for the year ended September 30, 2021.

GASB Statement No. 84 – In January 2017, GASB issued Statement No. 84, *Fiduciary Activities*. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement is effective for reporting periods beginning after December 15, 2019. This statement was implemented by the City as of October 1, 2020. The impact to the City resulted in a restatement of beginning net position and fund balance. The effect of the implementation of this standard on beginning net position and fund balance is disclosed in Note 18.

GASB Statement No. 90 – In June 2018, GASB issued Statement No. 90, *Majority Equity Interest*. The objective of this Statement is to improve the consistency and comparability of a reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. This Statement is effective for reporting periods beginning after December 15, 2019. The City has determined that this Statement does not have a material impact on the financial statements.

GASB Statement No. 98 – In October 2021, GASB issued Statement No. 98, *The Annual Comprehensive Financial Report*. This Statement established the term *annual comprehensive financial report* and its acronym ACFR. The new term and acronym replaces instances of *comprehensive annual financial report* and its acronym in generally accepted accounting principles for state and local governments. This Statement is effective for fiscal years ending after December 15, 2021. The City has implemented this standard and accordingly is using the term annual comprehensive financial report or ACFR on a go forward basis.

Note 2 - Budgets and Budgetary Accounting

A. Budgeting Procedures

The City follows these procedures in establishing the budgetary data on a modified accrual basis, reflected in the accompanying financial statements:

1. The department directors prepare a budget request based upon the previous year's expenditures and current year estimates for the fiscal year commencing the following October 1;

2. The City Manager submits the proposed City budget during the month of September each year to the City Council, who make decisions regarding department budgets;

3. The budget is legally enacted through passage of an appropriation resolution prior to October 1;

4. The approved budget is placed in the City accounting system and monitored by the Finance Department;

5. Department directors are authorized to transfer budgeted amounts between expenditure categories within the department. Revisions that alter the total expenditures of any department must be approved by the City Manager and Director of Finance; the legally adopted budget requires that expenditures not exceed total appropriations at the fund level, unless approved by resolution of the City Council;

6. Budgets for governmental funds are adopted on a GAAP basis. Budgeted amounts are as originally adopted and further amended by the City Council;

7. Capital project budgets are primarily "long-term" in nature; however, the budgets are established on a year-by-year basis, except for the Stateline Capital Projects Fund; and

8. Appropriations lapse at the close of the fiscal year to the extent they have not been expended or encumbered.

9. Encumbrance accounting requires that purchase orders, contracts and other commitments for the expenditures of monies be recorded in the books in order to reserve that portion of the applicable appropriation. The City's encumbrance accounting is an extension of the formal budgetary process. It reports encumbrances outstanding at year end as a component of assigned, committed or restricted fund balance, since they are not expenditures. Unencumbered appropriations lapse at year end.

B. Excess of Expenditures over Appropriations

The funds below incurred expenditures in excess of its budget as the result of unanticipated expenses. Sufficient resources were available within the funds to finance these excesses:

Fund	Amount
Non-major Governmental Funds	
AB3229 COPS	$ 57,883
Ski Run Business Improvement	1,628
Tourism Improvement District	421,941
Ice Arena	26,533
Cannabis Program	19,625

Note 3 - Cash and Investments

The City pools cash from all sources and all funds except cash and investments with fiscal agents so that it can be invested at the maximum yield consistent with safety and liquidity, while individual funds can make expenditures at any time.

A. Policies

The City invests in individual investments and in investment pools. Individual investments are evidenced by specific identifiable *securities instruments*, or by an electronic entry registering the owner in the records of the institution issuing the security, called the *book entry* system. In order to increase security, the City employs the Trust Department of a bank as the custodian of certain City managed investments, regardless of their form.

The City's investments are carried at fair value, as required by generally accepted accounting principles. The City adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

B. Classification

Cash and investments are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of City debt instruments or other agreements.

Cash and investments comprised of the following at September 30, 2021:

Cash and investments	$ 71,647,682
Restricted cash and investments	4,456,666
Total city cash and investments	76,104,348
Cash and investments in Fiduciary Funds	2,021,981
Restricted cash and investments in Fiduciary Funds	10,019,466
Total cash and investments	$ 88,145,795

C. Investments Authorized by the California Government Codes and the City's Investment Policy

The City's Investment Policy and the California Government Code allow the City to invest in the following, provided the credit ratings of the issuers are acceptable to the City; and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code, or the City's Investment Policy where the City's Investment Policy is more restrictive.

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage Allowed
Certificates of Deposit	5 years	No Limit	25%, not to exceed $250,000 per institution
Bankers' Acceptances	180 days	No Limit	20% max/5% per issuer
Securities of the U.S. Government or its agencies	5 years	No Limit	50% max
Commercial Paper	270 days	AAA	15% max /5% per issuer
Medium-Term Corporate Notes	5 years	A	30% and $2,000,000 per corporation
Local Agency Investment Fund (State Pool)	No Limit	No Limit	$65 million
Negotiable Certificates of Deposit	5 years	No Limit	Lesser of 30% max/5% per issuer or $1,000,000
Passbook Savings Account Demand Deposit	10 working days	No Limit	Under $100,000
Governmental Security Mutual Funds	5 years	AAA	15% max /5% per issuer
Bonds or notes issued by California Local agencies	5 years	A	20% max /5% per issuer
U.S. Treasury Notes and Bonds	5 years	A	50%
Supranationals	5 years	AA	30%

D. Investments Authorized by Debt Agreements

The City must maintain required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or pledged reserves to be used if the City fails to meet its obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with City resolutions, bond indentures or State statutes.

The table below identifies the investment types that are authorized for investments held by fiscal agents. The table also identifies certain provisions of these debt agreements:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage Allowed
U.S. Treasury Bonds	No Limit	None	No Limit
Government National Mortgage Bonds	No Limit	None	No Limit
Federal National Mortgage Bonds	No Limit	AA	No Limit
Demand Deposits	No Limit	A-1 or better	No Limit
Repurchase Agreements	No Limit	None	No Limit
Bankers' Acceptances	180 days	None	No Limit
Commercial Paper	270 days	A or higher	10%
Bonds, Warrants or Other Indebtedness	No Limit	A or higher	No Limit
Local Agency Investment Fund (State Pool)	No Limit	None	No Limit
Money Market Funds	No Limit	A or higher	No Limit

E. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The City generally manages its interest rate risk by holding investments to maturity.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity or earliest call date:

Investment Type	Twelve Months or Less	1 to 5 Years	Total
U.S. Government Agencies	$ -	$ 2,000,000	$ 2,000,000
Local Agency Investment Fund (State pool)	64,832,047	-	64,832,047
Mutual Funds	57,645	-	57,645
Money Market Mutual Funds	14,415,514	-	14,415,514
Certificate of Deposits	1,500,000	-	1,500,000
Total investments	$ 80,805,206	$ 2,000,000	82,805,206
Cash with Trustee			2,969
Cash in Banks and on Hand			5,337,620
Total cash and investments			$ 88,145,795

The City is a participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the fair value amount provided by LAIF, which is the same as the value of the pool share. The balance is available for withdrawal on demand and is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, United States Treasury Notes and Bills, and corporations. At September 30, 2021, these investments matured in an average of 321 days.

F. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the actual rating as of September 30, 2021, for each investment type as provided by Standard and Poor's.

Investment Type	AAA/AAAm	AA+	Total
Available for Operations:			
U.S. Government Agencies	$ -	$ 2,000,000	$ 2,000,000
Restricted:			
Money Market Mutual Funds	14,415,514	-	14,415,514
Totals	$ 14,415,514	$ 2,000,000	$ 16,415,514
Not Rated:			
Mutual Funds			57,645
Local Agency Investment Fund			64,832,047
Certificates of Deposit			1,500,000
Exempt from Credit Rating Disclosures:			
Cash with Trustee			2,969
Cash in Banks and on Hand			5,337,620
Total cash and investments			$ 88,145,795

G. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

All of the City's investments in securities are held in the name of the City and held at the location of the City's third-party custodian. Therefore, the City is not exposed to custodial credit risk.

H. Fair Value Measurements

The City categorizes fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 — Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the City has the ability to access.

Level 2 — Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 — Inputs to the valuation methodology are unobservable and significant to the fair value measurement. Unobservable inputs reflect the City's own assumptions about the inputs market participants would use in pricing the asset or liability (including assumptions about risk). Unobservable inputs are developed based on the best information available in the circumstances and may include the City's own data.

The asset's level within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The determination of what constitutes observable requires judgment by the City's management. City management considers observable data to be that market data, which is readily available, regularly distributed or updated, reliable, and verifiable, not proprietary, and provided by multiple independent sources that are actively involved in the relevant market. The categorization of an investment within the hierarchy is based upon the relative observability of the inputs to its fair value measurement and does not necessarily correspond to City management's perceived risk of that investment.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The City's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

Deposits and withdrawals in governmental investment pools, such as LAIF are made on the basis of $1 and not fair value. Accordingly, the City's proportionate share in these types of investments is an uncategorized input not defined as a Level 1, Level 2, or Level 3 input.

The following is a description of the valuation methods and assumptions used by the City to estimate the fair value of its investments. There have been no changes in the methods and assumptions used at September 30, 2021. The methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. City management believes its valuation methods are appropriate and consistent with other market participants. The use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The City's treasury pool asset market prices are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated fair value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par.

When available, quoted prices are used to determine fair value. When quoted prices in active markets are available, investments are classified within Level 1 of the fair value hierarchy.

For investments classified within Level 2 of the fair value hierarchy, the City's custodians generally uses a multi-dimensional relational model. Inputs to their pricing models are based on observable market inputs in active markets. The inputs to the pricing models are typically benchmark yields, reported trades, broker-dealer quotes, issuer spreads and benchmark securities, among others. The City does not have any investments that are measured using Level 3 inputs.

As of September 30, 2021, the City has the following recurring fair value measurements:

		Fair Value Measurements on a Recurring Basis Using		
Investments by fair value level	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
U. S. Government Agency Securities	$ 2,000,000	$ -	$ 2,000,000	$ -
Mutual Funds	57,645	57,645	-	-
Money Market Mutual Funds	14,415,514	-	14,415,514	-
	16,473,159	$ 57,645	$ 16,415,514	$ -
Investments not measured at fair value or subject to fair value hierarchy:				
Local Agency Investment Fund	64,832,047			
Certificates of Deposits	1,500,000			
Total fair value of investments	82,805,206			
Cash with Trustee	2,969			
Cash in Banks and on Hand	5,337,620			
Total cash and investments	$ 88,145,795			

Note 4 - Interfund Transactions

A. Transfers between Funds

With Council approval, resources may be transferred from one City fund to another. The purpose of the majority of transfers are for the purpose of funding operations. Less often, a transfer may be made to open or close a fund.

Transfers between funds during the fiscal year ended September 30, 2021, were as follows:

Fund Receiving Transfer	Fund Making Transfer	Transfer Amount	Reason for Transfer
General Fund	Non-Major Governmental Funds	$ 309,658	A, B, E
	Internal Service Fund	30,000	A, B
	City Capital Projects Fund	33,188	B, E
	Total General Fund	372,846	
City Housing & Economic Development Fund	General Fund	105,437	A
City Capital Projects Fund	General Fund	4,098,149	C
	Non-Major Governmental Funds	1,739,326	C
	City Housing & Economic Development Fund	977,057	C
	Other Enterprise Funds	29,405	C
	Total City Capital Projects Fund	6,843,937	
City Debt Service	General Fund	3,322,643	A
	Non-major Capital Projects Fund	25,000	A
	Total City Debt Service	3,347,643	
Non-Major Governmental Funds	General Fund	2,957,423	A, C, D
	Non-Major Governmental Funds	416,001	C
	Total Non-Major Governmental Funds	3,373,424	
Airport Enterprise Fund	General Fund	346,115	A, C
Internal Service Funds	General Fund	30,000	A
Total Interfund Transfers		$ 14,419,402	
Net Transfers Between Governmental and Business-Type Activities		$ 316,710	

Reasons for transfers

A To fund operations.
B To fund administrative expenses.
C To fund capital projects.
D To reimburse the TOT Special Revenue Fund for paying Successor Agency Debt Service for shortfalls in tax increment revenues in the RDA Successor Agency.
E To return unused funds

B. Current Interfund Balances

Current interfund balances arise in the normal course of business and are expected to be repaid the next fiscal year. At September 30, 2021, the General Fund was owed by the following funds:

	Due to (from) Funds	
Fund Making the short-term loan (Due from other Funds)	Fund Receiving the short-term loan (Due to other Funds)	Amount
General Fund	Other Governmental Funds	
	Vacation Hole Rental Program	$ 73,820
	Ice Arena	81,188
	Tobacco Grant	73,679
	DUI/Traffic Safety Grant	38,814
	Boat Patrol Grant	25,912
	Clean Community	2,034
	Total Other Governmental Funds	295,447
	City Debt Service Fund	186,066
	Total	$ 481,513

C. Long-Term Interfund Balances

At September 30, 2021, the funds below had made advances to other city funds which were not expected to be repaid within the next year.

Fund Receiving Advance	Fund Making Advance	Amount of Advance
City Debt Service Fund	City Capital Project Fund	$ 23,813
RDA Successor Agency Private Purpose Trust Fund	General Fund	4,638,627
	Vehicle Replacement Special Revenue Fund	317,809
	Workers Compensation Internal Service Fund	332,742
	Total	$ 5,289,178

The City pays for debt service related to certain State Revolving Loans which the City owes to the State. These loans were used to finance erosion control projects completed as part of Redevelopment activities. The balance of the advance was $23,813 at September 30, 2021 and is recorded in the City Debt Service Fund.

At September 30, 2021, the funds below had made advances to the Former Redevelopment Agency (Fiduciary Funds) which were not expected to be repaid within the next year.

A Loan Repayment Agreement was signed between the City and the Former Redevelopment Agency on March 16, 2004, under which the South Tahoe Redevelopment Agency agreed to reimburse the City for the costs and expenses related to the implementation of the South Tahoe Redevelopment Plan. As of September 30, 2021, the long-term portion of principal and accumulated interest was $4,535,370 and $753,808, respectively. Also see Note 16.

D. Internal Balances

Internal balances are presented in the government-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

Note 5 - Loans Receivable

General Fund

In fiscal year 2021, the City established the Small Business Sustainability Loan Program. The program provided interest free loans for the amounts of $5,000, $10,000, and $15,000 to eligible business, depending on the number of employees with repayment terms between three to seven years, beginning June 1, 2022. The outstanding loans receivable at September 30, 2021 is $382,361.

City Housing & Economic Development Fund

The Housing Authority funded by the Former Redevelopment Agency engaged in programs designed to encourage business enterprises, construction or improvement in low-to-moderate income housing, or other projects. With the dissolution of the Redevelopment Agency as discussed in Note 16, the City agreed to become the successor to the Redevelopment Agency's housing activities and as a result, the City assumed the loans receivable of the Redevelopment Agency's Housing & Economic Development Special Revenue Fund as of February 1, 2012. Under these programs, grants or loans are provided with favorable terms to businesses, home-owners or developers who agree to spend these funds in accordance with the Former Agency's terms. Although these notes are expected to be repaid in full, their balance has been offset in the fund financial statements by deferred inflows as they are not expected to be repaid during the subsequent fiscal year. These loans receivable comprised the following at September 30, 2021:

Loan Program	Balance at September 30, 2020	Additions to Principal	Interest Accrued	Collections	Write-offs	Balance at September 30, 2021
Housing Rehabilitation Loans	$ 640,900	$ -	$ -	$ (19,225)	$ -	$ 621,675
Interest on loans	58,139	-	4,536	-	-	62,675
First-Time Homebuyer Loans	2,678,726	-	-	(60,400)	(69,647)	2,548,679
Interest on loans	923,343	-	56,954	-	(33,238)	947,059
Moderate Income Loans	500,500	-	-	-	-	500,500
Interest on loans	121,526	-	10,010	-	-	131,536
Projects Loans	23,073,643	-	-	-	-	23,073,643
Interest on loans	5,927,879	-	453,042	-	-	6,380,921
Total	$ 33,924,656	$ -	$ 524,542	$ (79,625)	$ (102,885)	$ 34,266,688

A. Housing Rehabilitation Loans

The Former Redevelopment Agency administered a housing rehabilitation loan program using State Housing Community Development funds and Redevelopment Low & Moderate-Income Housing funds. Under the Program, individuals with incomes below a certain level are eligible to receive low interest, thirty-year loans, secured by deeds of trust, for rehabilitation work on their homes. The loan repayments may be amortized over the life of the loans, deferred or a combination of both.

B. First Time Home-Buyer Loans

The Former Redevelopment Agency engaged in a first-time home-buyer program designed to encourage home ownership among low-income persons. This program was funded by Community Development Block Grant, HOME, and Redevelopment Low- & Moderate-Income Housing Funds and was designed to make homes affordable for first-time homebuyers by providing low-interest, deferred payment second mortgages to eligible low-income persons. The deferred loans bear interest at 2-3 percent, require no monthly payments, are not due until the property is sold, transferred or rented and are collateralized by second deeds of trust.

C. Moderate Income Loans

The Former Agency engaged in moderate income loan programs to make homes affordable to moderate income homebuyers by providing low-interest, deferred payment second loans to eligible individuals or households. This program was funded with South Tahoe Redevelopment Agency Housing Funds. The Agency would provide a second loan of up to $100,000. All loans are secured by second deeds of trust on the properties to be purchased.

D. Projects Loans

The Housing Authority provided loans funded by HOME, CDBG and Redevelopment Low-&-Moderate Housing Funds to assist recipients in the rehabilitation and operation of affordable housing in the City. These loans are collateralized by deeds of trust with interest rates up to 3 percent. As of September 30, 2021, the Authority had made thirteen loans to eight organizations.

Note 6 - Capital Assets

A. Capital Asset Activity

Capital assets activity of the City's Governmental Activities for the year ended September 30, 2021, comprises the following:

	Balance at September 30, 2020	Additions	Retirements	Transfers	Balance at September 30, 2021
Governmental activities					
Capital assets not being depreciated:					
Land	$ 7,859,458	$ -	$ -	$ 483,195	$ 8,342,653
Intangible assets	362,306	36,900	-	-	399,206
Construction in progress	3,492,412	5,777,514	-	(4,891,354)	4,378,572
Total capital assets not being depreciated	11,714,176	5,814,414	-	(4,408,159)	13,120,431
Capital assets being depreciated:					
Buildings	21,960,012	-	-	674,932	22,634,944
Vehicles	5,812,478	507,680	(156,539)	-	6,163,619
Furniture and equipment	17,600,813	551,432	(737,234)	-	17,415,011
Improvements other than buildings	7,866,154	-	-	252,212	8,118,366
Bike paths	9,271,002	-	-	383,855	9,654,857
Streets	29,315,077	-	-	1,945,594	31,260,671
Streetscape	8,231,737	-	-	204,723	8,436,460
Sidewalks, curbs, gutters, lighting	6,994,202	-	-	946,843	7,941,045
Basin and stream environment zone construction	66,595,513	-	-	-	66,595,513
Total capital assets being depreciated	173,646,988	1,059,112	(893,773)	4,408,159	178,220,486
Less accumulated depreciation for:					
Buildings	(15,931,301)	(557,460)	-	-	(16,488,761)
Vehicles	(4,100,391)	(644,139)	156,536	-	(4,587,994)
Furniture and equipment	(12,129,545)	(1,144,210)	701,419	-	(12,572,336)
Improvements other than buildings	(5,130,469)	(703,172)	-	-	(5,833,641)
Bike paths	(3,410,440)	(476,345)	-	-	(3,886,785)
Streets	(22,627,767)	(847,222)	-	-	(23,474,989)
Streetscape	(3,399,649)	(290,357)	-	-	(3,690,006)
Sidewalks, curbs, gutters, lighting	(1,008,565)	(256,811)	-	-	(1,265,376)
Basin and stream environment zone construction	(18,807,932)	(2,228,316)	-	-	(21,036,248)
Total accumulated depreciation	(86,546,059)	(7,148,032)	857,955	-	(92,836,136)
Net capital assets being depreciated	87,100,929	(6,088,920)	(35,818)	4,408,159	85,384,350
Governmental activities capital assets, net	$ 98,815,105	$ (274,506)	$ (35,818)	$ -	$ 98,504,781

Capital assets activity of the City's Business-Type Activities for the year ended September 30, 2021 comprises the following:

	Balance at September 30, 2020	Additions	Retirements	Transfers	Balance at September 30, 2021
Business-type activities					
Capital assets not being depreciated:					
Land	$ 4,288,170	$ -	$ -	$ -	$ 4,288,170
Construction in progress	457,029	4,206,588	-	-	4,663,617
Total capital assets not being depreciated	4,745,200	4,206,588	-	-	8,951,787
Capital assets, being depreciated:					
Transit center buildings	6,512,815	-	-	-	6,512,815
Terminal buildings	5,371,343	-	-	-	5,371,343
Runways	21,946,003	-	-	-	21,946,003
Machinery and equipment	2,651,949	-	-	-	2,651,949
Parking garage	7,891,224	-	-	-	7,891,224
Total capital assets being depreciated	44,373,334	-	-	-	44,373,334
Less accumulated depreciation for:					
Transit center buildings	(4,485,934)	(193,383)	-	-	(4,679,317)
Terminal buildings	(4,119,987)	(246,362)	-	-	(4,366,349)
Runways	(10,623,798)	(868,985)	-	-	(11,492,783)
Machinery and equipment	(2,334,071)	(101,621)	-	-	(2,435,692)
Parking garage	(3,468,937)	(206,434)	-	-	(3,675,371)
Total accumulated depreciation	(25,032,727)	(1,616,785)	-	-	(26,649,512)
Total capital assets being depreciated, net	19,340,606	(1,616,785)	-	-	17,723,822
Business-type activities capital assets, net	$ 24,085,806	$ 2,589,803	$ -	$ -	$ 26,675,609

B. Depreciation Allocation

Depreciation expense is charged to functions and programs based on their usage of the related assets. The amounts allocated to each function or program is as follows:

Governmental Activities	
General government	$ 162,499
Public safety	776,930
Public works	2,881,238
Parks and recreation	1,561,039
Streets	1,766,326
Current year depreciation expense	$ 7,148,032
Business-Type Activities	
Transit	$ 193,383
Airport	1,216,968
Parking garage	206,434
Current year depreciation expense	$ 1,616,785

Note 7 - Long-Term Debt

The City generally incurs long-term debt to finance projects or purchase assets which have useful lives equal to or greater than the related debt.

In governmental fund types, debt discounts and issuance costs are recognized in the current period. Debt discounts incurred by proprietary fund types and at the governmental activities level are amortized over the term of the debt using the bonds-outstanding method, which approximates the effective interest method.

A. Current Year Transactions and Balances

	Balance at September 30, 2020	Additions	Retirements	Balance at September 30, 2021	Current Portion
Governmental-type Activities					
Revenue Bonds:					
Refunding Revenue Bonds, 2016 Series A,					
2.00% - 4.00% due serially until 10/1/2025	$ 7,065,000	$ -	$ 1,075,000	$ 5,990,000	$ 1,120,000
Add: bond premium	732,029	-	146,406	585,623	-
2012 Certificates of Participation (COPs)					
2.0% - 4.0%, due serially until 9/1/2042	4,860,000	-	150,000	4,710,000	155,000
2014 Taxable Pension Obligation Bonds					
1.875% - 4.000% due serially until 6/1/2027	9,120,000	-	1,050,000	8,070,000	1,120,000
Total revenue bonds	21,777,029	-	2,421,406	19,355,623	2,395,000
Notes from Direct Borrowings:					
2002 State Revolving Fund Loan, 2.6% due 03/19/2022	23,813	-	11,754	12,059	12,059
2010 California Energy Commission Loan					
3.0% due serially until 6/22/2026	327,427	-	50,593	276,834	52,122
Total notes from direct borrowings	351,240	-	62,347	288,893	64,181
Notes from Direct Placements:					
2014 Lease for Road Improvements (Harrison Avenue)					
3.990% due serially until 10/1/2029	1,514,000	-	134,000	1,380,000	138,000
Total notes from direct placements	1,514,000	-	134,000	1,380,000	138,000
Capital Lease Obligations - Direct Borrowings:					
Computer Hardware/Software upgrade 2.21% due 12/13/2020	53,650	-	53,650	-	-
Communications System 1.08% due 8/1/2025	-	2,700,000	540,062	2,159,938	531,316
Total capital lease obligations	53,650	2,700,000	593,712	2,159,938	531,316
Total governmental activities long-term debt	$ 23,695,919	$ 2,700,000	$ 3,211,465	$ 23,184,454	$ 3,128,497
Business-type Activities					
Revenue Bonds:					
Parking Revenue Refunding Bonds, 2013 Series A					
3.00% - 5.375% due serially until 12/1/2036	$ 6,365,000	$ -	$ 260,000	$ 6,105,000	$ 270,000
Total revenue bonds	6,365,000	-	260,000	6,105,000	270,000
Notes from Direct Borrowings:					
2010 State Department of Transportation Loan					
4.594% due serially until 9/22/2029	64,912	-	8,072	56,840	8,442
Total notes from direct borrowings	64,912	-	8,072	56,840	8,442
Total business-type activities long-term debt	$ 6,429,912	$ -	$ 268,072	$ 6,161,840	$ 278,442

B. Long-Term Debt Issues

Governmental Activities

Revenue Bonds:

Refunding Lease Revenue Bonds 2016 Series A

On July 28, 2016, the South Tahoe Joint Powers Financing Authority issued the Refunding Lease Revenue Bonds 2016 Series A, in the amount of $10,055,000, the proceeds of which were used to refund the Lease Revenue Bonds, 2006 Series A. Interest on the Refunding Lease Revenue Bonds Series A is payable semi-annually on April 1 and October 1 of each year until 2025. Principal matures annually on October 1.

The 2016 Series A bonds are secured and repayable from a pledge of lease rental payments from the General fund. The total principal remaining to be repaid on the bonds at September 30, 2021 was $5,990,000. Unamortized deferred amounts on refunding were $144,128 at September 30, 2021. The agreement includes a provision that in the event of default, the Trustee may recover rent and other monetary charges as they become due under the Sublease without terminating the City's right to possession of the Demised Properties.

2012 Certificates of Participation

On July 1, 2012, the City entered into an agreement with the South Tahoe Joint Powers Financing Authority for a lease amount of $5,765,000. Proceeds from the Certificates were used to finance street and other capital improvements within the City benefitting Parks and Recreation. The Certificates bear interest of 2 percent to 4 percent. Principal and interest payments are payable semi-annually on each March 1 and September 1 of each year until 2042, commencing September 1, 2012. The debt service is funded by transfers from the General Fund. The total principal remaining to be paid on the loan was $4,710,000 as of September 30, 2021. The agreement includes a provision that in the event of default, the Trustee may exercise any and all remedies available pursuant to law or grant pursuant to the lease agreement.

2014 Taxable Pension Obligation Bonds

On December 1, 2014, the City issued $11,905,000 in Taxable Pension Obligation Bonds, Series 2014 to refund the outstanding "side fund" obligations of the City to the California Public Employees' Retirement System (PERS) with respect to the City's Safety Plan. The City paid off its Safety Plan Side Fund balance (lump sum payment of $11,447,671 as of December 18, 2014) with proceeds of the bonds.

The bonds bear interest rates ranging from 1.875 percent to 4.000 percent, payable on June 1 and December 1 of each year, commencing June 1, 2018 until maturity year of 2027. The total principal remaining on the bonds as of September 30, 2021 is $8,070,000.

Payment of the principal and interest on the bonds is not limited to any special source of funds and is payable from any legally available moneys of funds of the City. The City is not empowered or obligated to levy or pledge taxes to make payments on the bonds or fund a reserve fund for the bonds.

Direct Borrowings:

State Revolving Fund Loans

As of September 30, 2021, the City had drawn down $190,936 under a 2002 State Revolving Fund Loan with the State of California. Proceeds from the loan were used along with grant funds to construct the Stateline erosion control project. The loan is secured by the project and repayable from Transient Occupancy Taxes of the City. Principal and interest is payable annually on March 19 of each year until 2022. The outstanding balance on the loan as of September 30, 2021 was $12,059. The agreement includes a provision that in the event of default, the lender may declare the outstanding loan principal and accrued interest due.

The City has pledged future transient occupancy tax revenues for the repayment of the State Revolving Fund loans. The pledge of future transient occupancy tax revenues ends upon repayment of $12,059 remaining debt principal on the loans, which is scheduled to occur in 2022. For fiscal year 2021, transient occupancy tax revenue amounted to $11,166,046 which represented coverage of 902 times over the total debt service of $11,754 and $619 of principal and interest, respectively.

2010 California Energy Commission Loan

During fiscal year 2011-12, the City entered into an agreement with the California State Department of Energy Resources Conservation and Development Commission for a loan amount of $657,461. Proceeds from the loan were used to upgrade the Ice Arena chiller, interior and exterior lighting and data center server cooling control. The loan bears interest of 3 percent. Principal and interest payments are payable semiannually on December 22 and June 22 of each year until 2026, commencing December 22, 2012. The loan is repayable from savings made from energy costs and the City's General Fund. The outstanding balance on the loan as of September 30, 2021 was $276,834. The agreement includes a provision that in the event of default or breach, the lender may declare the outstanding loan principal immediately.

Direct Placements:

2014 Lease for Road Improvements

During the fiscal year 2013-14, the City entered into a lease agreement with STJPFA for a lease amount of $2,110,000 for road improvements for the Harrison Avenue Streets Improvement Project. The Lease bears interest at 3.99 percent. Principal and interest payments are payable semiannually on April 1 and October 1 of each year until 2029, commencing October 1, 2014. The outstanding balance on the lease at September 30, 2021 was $1,380,000. The agreement includes a provision that in the event of default, the lender may declare the outstanding loan principal and accrued interest due.

Capital Lease Obligations:

The City has a capital lease obligation, Computer Hardware/Software Upgrade, under a Master Equipment Lease Purchase Agreement that the City entered into with Bank of America on December 13, 2013. The principal balance for the Computer Hardware/Software Upgrade was paid off as of September 30, 2021.

On February 1, 2021, the City entered into an agreement in the amount of $2,700,000 with U.S. Bancorp Government Leasing and Finance, Inc., for a lease financing arrangement for the purchase of a Walker Telecomm Communications System. The lease bears interest at 1.08 percent, and payments are due annually on August 1 for a fixed amount of $554,641. The outstanding balance on September 30, 2021 was $2,159,938.

Business-Type Activities

Revenue Bonds:

Parking Revenue Bonds 2013

On November 20, 2013, the South Tahoe Joint Powers Parking Financing Authority issued $7,735,000 in Parking Revenue Refunding Bonds, Series 2013 with a term of 23 years and interest rates ranging from 3.0 percent to 5.375 percent. The Series 2013 Bonds were issued to refund the Authority's Parking Revenue Bonds, Series 2002 A in the outstanding amount of $7,270,000 and to pay the costs of issuance associated with the Series 2013 bonds. Interest on the Parking Revenue Bonds is payable semiannually on each June 1 and December 1. Principal matures annually each December 1. The outstanding balance on the bonds as of September 30, 2021 was $6,105,000. The agreement includes a provision that in the event of default, the lender may declare the outstanding loan principal and accrued interest due.

The bonds are secured by and are repayable from operation revenues from the parking garage and certain surplus special tax revenues of the South Tahoe Redevelopment Agency Community Facilities District No. 2001-1. For fiscal year 2021, Parking Enterprise Fund's customer revenues amounted to $1,024,564, which represented coverage of approximately 1.8 times over the total debt service of $260,000 and $303,050 of principal and interest, respectively.

Direct Borrowings:

2010 State Department of Transportation Loan

On September 3, 2009, the City entered into an agreement with the State Department of Transportation for a loan amount of $128,456. Proceeds from the loan were used for the reconstruction of the airport terminal aprons at the Lake Tahoe Airport. The loan bears interest of 4.594 percent. Principal and interest payments are payable annually on October 30 until 2029.

The City has pledged future airport gross revenues to repay the 2010 State Department of Transportation loan through 2029. The Airport Enterprise Fund's total principal remaining to be paid on the loans was $56,840 as of September 30, 2021. The Airport Enterprise Fund's total principal and interest paid for the current year and total customer revenues were $11,054 and $965,976, respectively.

C. Debt Service Requirements

Aggregate principal and interest payments on all outstanding long-term debt are as follows at September 30, 2021:

	Governmental Activities							
	Revenue Bonds		Notes from Direct Borrowings		Notes from Direct Placements		Capital Lease Obligations Direct Borrowings	
For the Year Ending September 30	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2022	$ 2,395,000	$ 696,544	$ 64,182	$ 8,232	$ 138,000	$ 53,685	$ 531,315	$ 23,327
2023	2,535,000	608,144	53,697	6,343	146,000	48,080	537,053	17,589
2024	2,670,000	514,975	55,309	4,732	151,000	42,234	542,853	11,789
2025	2,810,000	415,375	56,992	3,048	157,000	36,149	548,717	5,926
2026	2,885,000	304,950	58,713	1,326	163,000	29,825	-	-
2027-2031	2,560,000	755,175	-	-	625,000	50,892	-	-
2032-2036	1,170,000	492,463	-	-	-	-	-	-
2037-2041	1,425,000	239,000	-	-	-	-	-	-
2042	320,000	12,800	-	-	-	-	-	-
Total	18,770,000	$ 4,039,426	$ 288,893	$ 23,681	$ 1,380,000	$ 260,865	$ 2,159,938	$ 58,631
Add: Bond Premium	585,623							
Total	$ 19,355,623							

	Business-Type Activities			
	Revenue Bonds		Notes from Direct Borrowings	
For the Year Ending September 30	Principal	Interest	Principal	Interest
2022	$ 270,000	$ 293,888	$ 8,442	$ 2,611
2023	280,000	283,225	8,830	2,223
2024	290,000	271,825	9,236	1,818
2025	300,000	259,650	9,660	1,393
2026	315,000	246,188	10,104	950
2027-2031	1,805,000	988,319	10,568	485
2032-2036	2,305,000	466,981	-	-
2037	540,000	14,513	-	-
Total	$ 6,105,000	$ 2,824,589	$ 56,840	$ 9,480

Note 8 - Compensated Absences

The City accumulates compensated absences for vacation and sick leave that is payable upon termination from City employment. As of September 30, 2021, compensated absences balances are as follows:

	Governmental Activities	Business-Type Activities	Total
Beginning Balance	$ 2,338,961	$ 25,267	$ 2,364,228
Additions	2,100,549	22,685	2,123,234
Payments	(2,125,045)	(14,925)	(2,139,970)
Ending Balance	$ 2,314,465	$ 33,027	$ 2,347,492
Current Portion	$ 2,314,465	$ 33,027	$ 2,347,492

For proprietary funds compensated absences are liquidated by the fund that has recorded the liability. For governmental activities, compensated absences are liquidated by the General Fund.

Note 9 - Net Position and Fund Equity

A. Net Position

Net Position is the excess of all the City's assets and deferred outflows over all its liabilities and deferred inflows. Net Position is divided into three captions which is determined at the government-wide and proprietary fund levels, and are described below:

Net Investment in Capital Assets describes the portion of Net Position which is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, enabling legislation or other restrictions which the City cannot unilaterally alter. These principally include developer fees and other assets received for use on capital projects, debt service requirements, and housing assets restricted to low and moderate-income purposes.

Unrestricted describes the portion of Net Position which is not restricted to use.

B. Governmental Fund Balance

The City's fund balances are classified based on spending constraints imposed on the use of resources.

For governmental funds with multiple funding sources, the City's policy is to spend restricted fund balance first, before spending unrestricted fund balance. The City's policy is that committed and assigned for balance is considered to be spent before unassigned balances, when expenditures are incurred for purposes in which any of those committed or assigned classifications could be used.

Each category in the following hierarchy is ranked according to the degree of spending constraint:

Non-spendable fund balances represent balances set aside to indicate items that do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for resale are included. However, if proceeds realized from the sale or collection of non-spendable assets are restricted, committed or assigned, then non-spendable amounts are required to be presented as a component of the applicable category.

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Encumbrances and non-spendable amounts subject to restrictions are included along with restricted resources.

Committed fund balances include amounts that can only be used for a specific purpose and have formal constraints imposed by resolution of the City Council which may be altered only by resolution of the City Council. Encumbrance amounts subject to council commitments are included along with committed resources.

Assigned fund balances are amounts constrained by the City's intent to be used for a specific purpose, but are neither restricted nor committed. Intent is expressed by the City Council or City Manager and may be changed at the discretion of the City Council or City Manager. This category includes encumbrances, proceeds or collections for a specific purpose, and residual fund balances, if any, of Special Revenue, Capital Projects and Debt Service Funds which have not been restricted or committed.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual General Fund balance and residual fund deficits, if any, of other governmental funds.

Detailed classifications of the City's Fund Balances, as of September 30, 2021, are below:

Fund Balance Classifications	General Fund	City Housing & Economic Development Fund	Measure P Recreation	City Capital Project Fund	City Debt Service	Other Governmental Funds	Total
Nonspendable							
Inventory	$ 238,298	$ -	$ -	$ -	$ -	$ -	$ 238,298
Prepaid items	114,910	-	-	-	96,531	-	211,441
Land held for resale	1,225,000	-	-	-	-	-	1,225,000
Long-term interfund receivables	4,638,627	-	-	-	-	-	4,638,627
Total nonspendable fund balances	6,216,835	-	-	-	96,531	-	6,313,366
Restricted for							
Debt service	-	-	-	-	1,259,080	84,055	1,343,135
General liability claims	750,000	-	-	-	-	-	750,000
Housing and economic development	-	1,603,282	-	-	-	-	1,603,282
Gas tax	-	-	-	-	-	581,066	581,066
Public safety	-	-	-	-	-	956,217	956,217
Snow removal	-	-	-	-	-	964,761	964,761
Solid waste	-	-	-	-	-	46,037	46,037
Vehicle replacement	-	-	-	-	-	737,688	737,688
Community improvement	-	-	-	-	-	736,701	736,701
Erosion control	-	-	-	-	-	159,937	159,937
Measure S	-	-	-	-	-	411,536	411,536
Transportation	-	-	-	-	-	54,819	54,819
Measure P	-	-	13,427,113	-	-	-	13,427,113
PEG program	-	-	-	-	-	160,235	160,235
Total restricted fund balances	750,000	1,603,282	13,427,113	-	1,259,080	4,893,052	21,932,527
Committed to							
Capital projects	-	-	-	8,131,858	-	-	8,131,858
Community-wide benefit grant program	-	-	-	-	-	1,065,375	1,065,375
RDA debt service	-	-	-	-	-	1,374,801	1,374,801
Total committed fund balances	-	-	-	8,131,858	-	2,440,176	10,572,034
Assigned to							
Contractual services	788,610	-	-	-	-	-	788,610
Long-term interfund receivables	-	-	-	23,813	-	317,809	341,622
Nonexchange financial guarantee	-	-	-	-	-	249,824	249,824
Total assigned fund balances	788,610	-	-	23,813	-	567,633	1,380,056
Unassigned							
General fund	24,880,959	-	-	-	-	-	24,880,959
Boat patrol	-	-	-	-	-	(2,836)	(2,836)
Vacation home rental program	-	-	-	-	-	(68,512)	(68,512)
Ice arena	-	-	-	-	-	(52,300)	(52,300)
Total unassigned fund balances	24,880,959	-	-	-	-	(123,648)	24,757,311
Total fund balances	$ 32,636,404	$ 1,603,282	$ 13,427,113	$ 8,155,671	$ 1,355,611	$ 7,777,213	$ 64,955,294

C. Contingency Arrangements and Reserve Policies

The City's Reserve Policy requires the City to maintain an Unassigned General Fund reserve at a minimum of 25 percent of General Fund operating expenses. Funds may be appropriated from the Unassigned Fund Balance upon demonstration to the City Council that the remaining balance is sufficient to offset potential downturns in revenue sources and to provide adequate cash for daily financial needs. Funds must be allocated each year in the budget process to replace any use of the 25 percent Unassigned Fund Balance during the preceding fiscal year. To the extent that funds accumulate in excess of the required 25 percent Unassigned General Fund Reserve; these one-time funds may be transferred to the Capital Projects Fund upon completion of the annual audit. As of September 30, 2021, the reserve balance was $12,042,315.

D. Fund Deficits

The Workers' Compensation Self Insurance Internal Service Fund had a net position deficit in the amount of $143,556 due to the estimated future workers' compensation claims liability. The City continues to increase the workers' compensation rate yearly and transfer additional available funds to increase the reserve amounts available in the Workers' Compensation Insurance fund to ensure that there are adequate reserves available for future Worker's Compensation claims. The City will continue to look for ways to reduce claims and increase the reserve in the next couple of years to erase the deficit. The Boat Patrol, Vacation Home Rental Program, and Ice Arena Special Revenue Funds had fund balance deficits in the amounts of $2,836, $68,512, and $52,300 respectively. The Ice Arena deficit is due to expenditures in the funds exceeding revenues. The City expects to cover this deficit with future fees or future reductions to expenditures. The Boat Patrol deficit is due to the timing of reimbursements of expenditure incurred on grant activities. The City expects to cover the deficit with future reimbursements. The Vacation Home Rental Program deficit is due to expenditures in the fund exceeding revenues. The City expects to cover this deficit with future fees or reductions to expenditures.

Note 10 - Pension Plans

As of September 30, 2021, the City reported total net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense for both Miscellaneous and Safety Plans as follows:

	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
Miscellaneous Plan	$ 27,299,042	$ 3,176,786	$ 7,512,913	$ 1,551,543
Safety Plan	28,415,935	9,923,388	17,822,955	2,352,992
Total	$ 55,714,977	$ 13,100,174	$ 25,335,868	$ 3,904,535

CalPERS Safety and Miscellaneous Employees' Plans

A. Miscellaneous Plan, an Agent Multiple-Employer Defined Benefit Pension Plan

Plan Description - Substantially all full time City employees are eligible to participate in pension plans offered by California Public Employees Retirement System (CalPERS). The City's employees participate in the separate Safety (police and fire) and Miscellaneous (all other) Employee Plans. CalPERS operates an agent multiple employer defined benefit pension plan for the City's miscellaneous plans and operates a cost sharing multiple employer defined benefit plan for the City's safety plans. CalPERS acts as a common investment and administrative agent for its participating member employers. CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries.

Benefit provisions under both Plans are established by State statute and City resolution. Benefits are based on years of credited service, equal to one year of full-time employment. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS; the City must contribute these amounts.

Audited annual financial statements are available from CalPERS at P.O. Box 942709, Sacramento, California 94229-2709.

Benefits Provided

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. All members are eligible for non-duty disability benefits after ten (10) years of service. The death benefit is one of the following: The basic death benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law. Benefit provisions and all other requirements are established by State statute and may be amended by city contracts with employee bargaining groups.

The Miscellaneous Plan's provisions and benefits in effect at September 30, 2021 are summarized as follows:

	Classic Miscellaneous	PEPRA Miscellaneous
Benefit formula	2% @ 55 / 2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	55	62
Monthly benefits, as a % of salary	2.00% - 2.70%	2.00%
Required employee contribution rates:		
Oct 1, 2020 - June 30, 2021	7 - 8%	8.000%
July 1, 2021 - September 30, 2021	7 - 8%	8.000%
Required employer contribution rates:		
Oct 1, 2020 - June 30, 2021	11.401%	11.401%
July 1, 2021 - September 30, 2021	10.670%	10.670%

Contributions

Section 20814(c) of the California Public Employee's Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan is determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement period ended June 30, 2021, Miscellaneous Classic and PEPRA plans are required to contribute 7-8 percent and 8 percent of their annual covered salary, respectively. Total contributions made by the City to the Miscellaneous Plan during fiscal year 2021 were $3,785,869.

Employees Covered

At the June 30, 2020 valuation date, the following employees were covered by the benefit terms for the Miscellaneous Plan:

Active employees	123
Inactive employees receiving benefits	267
Inactive employees not receiving benefits	164
Total	554

Net Pension Liability

The City's net pension liability for the Miscellaneous Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2021, using an annual actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is illustrated below.

Actuarial Assumptions

The total pension liabilities were determined using the following actuarial assumptions:

	Miscellaneous Plan
Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Project Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.15% (1)
Mortality	Based on CalPERS Experience Study

(1) Net of pension plan investment expenses, including inflation

The underlying mortality assumptions and all other actuarial assumptions used in the June 2020 valuation were based on results of a 2017 CalPERS Experience Study for the period from 1997 to 2015. The experience study report can be obtained at CalPERS' website under Forms and Publications.

The long-term expected rate of return on pension plan investments was determined using a building- block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

Asset Class (a)	Target Allocation	Real Return Years 1-10 (b)	Real Return Years 11+ (c)
Global Equity	50.0%	4.80%	5.98%
Global Fixed Income	28.0%	1.00%	2.62%
Inflation Sensitive	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Estate	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	0.92%
Total	100.0%		

(a) In the System's ACFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.
(b) An expected inflation of 2.00% used for this period.
(c) An expected inflation of 2.92% used for this period.

Discount Rate - The discount rate used to measure the total pension liability was 7.15 percent. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate, and the use of the municipal bond rate calculation is not necessary. The long-term expected discount rate of 7.15 percent is applied to all plans in the Public Employees Retirement Fund. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS' website under the GASB 68 section.

Changes in the Net Pension Liability

The change in the Net Pension Liability for the Miscellaneous Plan, measured as of June 30, 2021 follows:

	Increase / (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance at September 30, 2020	$ 103,312,046	$ 65,581,371	$ 37,730,675
Changes in the year			
Service Cost	1,700,613	-	1,700,613
Interest on the total pension liability	7,214,836	-	7,214,836
Differences between actual and expected experience	(233,289)	-	(233,289)
Plan to plan resource movement	-	-	-
Contributions - employer	-	3,506,654	(3,506,654)
Contributions - employee	-	829,398	(829,398)
Net investment income	-	14,843,253	(14,843,253)
Benefit payments, including refunds of employee contributions	(6,044,528)	(6,044,528)	-
Administrative expense	-	(65,512)	65,512
Net changes	2,637,632	13,069,265	(10,431,633)
Balance at September 30, 2021	$ 105,949,678	$ 78,650,636	$ 27,299,042

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City for Miscellaneous Plan, calculated using the discount rate for this Plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1- percentage point lower or 1 - percentage point higher than the current rate:

	1% Decrease 6.15%	Current Discount Rate 7.15%	1% Increase 8.15%
Discount Rate			
Net Pension Liability	$ 40,019,035	$ 27,299,042	$ 16,682,989

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the measurement period ended June 30, 2021, the City recognized pension expense of$1,551,543. At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Miscellaneous Plan	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 3,090,704	$ -
Differences between expected and actual experiences	86,082	131,859
Net differences between projected and actual earnings on plan investments	-	7,381,054
Total	$ 3,176,786	$ 7,512,913

The amount of $3,090,704 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year ended September 30,	
2022	$ (1,876,680)
2023	(1,731,781)
2024	(1,774,440)
2025	(2,043,930)
Total	$ (7,426,831)

B. Safety Plan, a Cost-Sharing Multiple-Employer Defined Benefit Pension Plan

Plan Description - Substantially all full time City employees are eligible to participate in pension plans offered by California Public Employees Retirement System (CalPERS). The City's safety employees participate in the separate Safety (police and fire) Employee Plans. CalPERS operates a cost sharing multiple employer defined benefit safety plan. CalPERS acts as a common investment and administrative agent for its participating member employers. CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries.

Benefit provisions under the Plan are established by State statute and City resolution. Benefits are based on years of credited service, equal to one year of full-time employment. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS; the City must contribute these amounts. Audited annual financial statements are available from CalPERS at P.O. Box 942709, Sacramento, California 94229-2709.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The basic death benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The Cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law. Benefit provisions and all other requirements are established by State statute and may be amended by city contracts with employee bargaining groups.

The Plan's provisions and benefits in effect at September 30, 2021, are summarized as follows:

	Classic	PEPRA
	Safety	Safety
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50-55	57
Monthly benefits, as a % of salary	3.00%	2.70%

	October 1, 2020 - June 30, 2021	September 30, 2021
	Safety	Safety
Required employee contribution rates		
Classic	9%	9%
PEPRA	13.750%	13.750%
Required employer contribution rates:		
Classic:		
Police Tier 1	25.540%	25.590%
Police Tier 2	24.303%	24.360%
Police Tier 3	22.397%	22.470%
Fire Tier 1	25.540%	25.590%
Fire Tier 2	24.303%	24.360%
Fire Tier 3	22.397%	22.470%
PEPRA:		
Safety Police	13.884%	13.980%
Safety Fire	13.884%	13.980%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. For public agency cost-sharing plans covered by either the Miscellaneous or Safety risk pools, the Plan's actuarially determined rate is based on the estimated amount necessary to pay the Plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Total contributions made by the City to the Safety Plan during fiscal year 2021 were $4,610,711.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of September 30, 2021, based on the measurement date of June 30, 2021, the City reported a net pension liability of $28,415,935 for its proportionate share of the net PERF C Cost Sharing Plan.

The City's net pension liability is measured as the proportionate share of net pension liability. The net pension liability is measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020, rolled forward to June 30, 2021. The City's proportion of the net pension liability based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the PERF C Cost Sharing Plan measured as of June 30, 2020 and 2021 was 0.6039 percent and 0.5893 percent, respectively.

For the year ended September 30, 2021, the City recognized pension expense of $2,352,992. At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Safety Plan	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 3,559,498	$ -
Differences between expected and actual experiences	3,533,459	-
Changes in proportions	2,830,431	5,513,337
Net differences between projected and actual earnings on plan investments	-	12,309,618
Total	$ 9,923,388	$ 17,822,955

The amount of $3,559,498 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year ended September 30,	
2022	$ (2,421,368)
2023	(2,652,738)
2024	(2,839,420)
2025	(3,545,539)
Total	$ (11,459,065)

Actuarial Assumptions

The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions:

	Safety Plan
Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.15% (1)
Mortality	Based on CalPERS Experience Study

(1) Net of pension plan investment expenses, including inflation

The underlying mortality assumptions and all other actuarial assumptions used in the June 2020 valuation were based on results of a 2017 CalPERS Experience Study for the period from 1997 to 2015. The experience study report can be obtained at CalPERS' website under Forms and Publications

The long-term expected rate of return on pension plan investments was determined using a building- block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

Asset Class (a)	Target Allocation	Real Return Years 1-10 (b)	Real Return Years 11+ (c)
Global Equity	50.0%	4.80%	5.98%
Global Fixed Income	28.0%	1.00%	2.62%
Inflation Sensitive	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Estate	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	0.92%
Total	100.0%		

(a) In the System's ACFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.
(b) An expected inflation of 2.00% used for this period.
(c) An expected inflation of 2.92% used for this period.

Discount Rate - The discount rate used to measure the total pension liability was 7.15 percent. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate, and the use of the municipal bond rate calculation is not necessary. The long-term expected discount rate of 7.15 percent is applied to all plans in the Public Employees Retirement Fund. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS' website under the GASB 68 section.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability for the Safety Plan, calculated using the discount rate of 7.15 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 - percentage point lower or 1 - percentage point higher than the current rate:

	1% Decrease 6.15%	Current Discount Rate 7.15%	1% Increase 8.15%
City's proportionate of the net pension liability	$ 49,207,611	$ 28,415,935	$ 11,338,141

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Note 11 - Risk Management

A. Insurance Coverage

The City is a member of the California Intergovernmental Risk Authority (CIRA) (formerly Public Agency Risk Sharing Authority of California (PARSAC)), a joint powers authority which provides annual general liability coverage up to $35,000,000 in the aggregate. The City retains the risk for the first $250,000 in general liability claims.

The City is a member of Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), which provides workers' compensation insurance coverage up to $45,000,000. The City retains the risk of the first $500,000 in losses for each accident and employee under this policy.

CIRA and LAWCX were established for the purpose of providing general liability and excess workers' compensation protection for their members. Each entity is governed by a board consisting of representatives from member municipalities. The board controls the operations of each entity, including selection of management and approval of the annual budget.

Financial statements for the Authority may be obtained from CIRA, 1525 Response Road, Suite One, Sacramento, California 95815. Audited financial statements are available from LAWCX at 6371 Auburn Boulevard, Citrus Heights, California 95621.

GASB requires municipalities to record their liability for uninsured claims and to reflect the current portion of this liability as an expenditure in their financial statements. As discussed above, the City has coverage for such claims, but it has retained the risk for the deductible, or uninsured portion of these claims.

The City's liability for uninsured claims is limited to worker's compensation, general liability claims, as discussed above, and was estimated by management based on prior years' claims experience as follows:

B. Liability for Uninsured Claims

	2021		
	Workers' Compensation Claims	General Liability Claims	Totals
Beginning Balance	$ 5,432,000	$ 471,959	$ 5,903,959
Liability for current fiscal year claims and claims incurred but not reported (IBNR)	1,880,463	(170,285)	1,710,178
Claims paid	(1,520,463)	(61,483)	(1,581,946)
Ending Balance	$ 5,792,000	$ 240,191	$ 6,032,191
Balance due within one year	$ 1,314,097	$ 240,191	$ 1,554,288

	2020		
	Workers' Compensation Claims	General Liability Claims	Totals
Beginning Balance	$ 5,113,000	$ 313,976	$ 5,426,976
Liability for current fiscal year claims and claims incurred but not reported (IBNR)	1,129,698	260,735	1,390,433
Claims paid	(810,698)	(102,752)	(913,450)
Ending Balance	$ 5,432,000	$ 471,959	$ 5,903,959
Balance due within one year	$ 1,000,000	$ 471,959	$ 1,471,959

In addition to the above amounts, the City has also restricted $750,000 of General Fund balance for general liability future claims to comply with requirements of CIRA.

No settlement payments have exceeded insurance coverage in each of the past three fiscal years.

Note 12 - Jointly Governed Organizations

South Lake Tahoe Basin Waste Management Authority

The City, El Dorado County, California, and Douglas County, Nevada, formed the South Lake Tahoe Basin Waste Management Authority on February 17, 1994, to provide cost effective management of solid waste generated in the Southern Tahoe Basin.

The Authority is a separate legal entity and exercises full powers and authorities within the scope of the related Joint Powers Agreement including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Obligations and liabilities of the Authority are not those of the City.

The Authority is governed by a board consisting of representatives from each member agency. The board controls the operations of the Authority, including selection of management and approval of operating budgets, independent of any influence by member agencies beyond their representation on the Board.

The City acts as the fiscal agent for the Authority. The Authority's assets and liabilities are, therefore, included within the City's Custodial Funds. The Authority is separately audited every 2 years and financial statements can be obtained by contacting the City of South Lake Tahoe at 1901 Lisa Maloff Way, South Lake Tahoe, California 96150.

Note 13 - Park Avenue Community Facilities District No. 2001-1 Bonds, Without City Commitment

In prior years, the Former South Tahoe Redevelopment Agency sponsored the issuance of the Community Facilities District No. 2001-1, Special Tax Bonds which were used to finance certain improvements as part of the Park Avenue Project. In 2008 the Community Facilities District No. 2001-1 Bonds were refunded by issuing Series 2007 Special Tax Refunding Bonds. The Bonds were refunded again with the issuance of refunding bonds in 2015. The outstanding balance on Series 2015 Special Tax Refunding Bonds at September 30, 2021 was $4,545,000. The Bonds are repayable from special taxes to be assessed on properties in the District. These assessments are to be used to repay debt service on the Bonds and other expenditures of the District. The City acts solely as the collecting and paying agent for the District's Bonds, but it has no direct or contingent liability or moral obligation for the payment of this debt, which is not included in the general debt of the City.

Note 14 - Commitments & Contingencies

A. Litigation

The City is subject to litigation arising in the normal course of business. Although the outcome of these claims and lawsuits is not presently determinable, in the opinion of the City's management, on advise of legal counsel, it is unlikely that they will have a material adverse effect on the accompanying financial statements.

B. Federal and State Grants

The City participates in several federal and State grant programs. These programs are subject to audit by the City's independent auditors in accordance with the provisions of the Federal Single Audit Act amendments of 1996 and applicable State requirements. However, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

Note 15 - Non-Exchange Financial Guarantee

The City provided non-exchange financial guarantees to certain debt issuances of the former South Tahoe Redevelopment Agency including the Refunding Revenue Bonds Series 2007A (refunded by the 2017A Bonds in FY2017), 2014A, 2015A, and 2017A. Additional information on each of the bond terms is included with Note 16.

The City pledged the Transient Occupancy Tax (TOT) as a secondary revenue source to be used for debt service where the tax increment funding of the former Redevelopment Agency is not sufficient to make the debt service.

At September 30, 2021, the City has recorded a liability in the governmental activities for the guarantee as follows:

Governmental Activities:	Balance at September 30, 2020	Additions	Retirements	Adjustments	Balance at September 30, 2021
Nonexchange Financial Guarantee					
Successor Agency	$ 964,025	$ -	$ (406,000)	$ 816,776	$ 1,374,801

The City transferred a total of $406,000 of TOT revenues to the Successor Agency in order to make guarantee payments for fiscal year 2021. As a result of the City's re-evaluation of the expected future property tax increment and TOT revenues received by the Successor Agency in fiscal year 2021, the liability was increased by $816,776. City management's estimates assume an annual increase of 1.5 percent in Successor Agency revenues in future years.

Future anticipated payments on the non-exchange financial guarantee are as follows:

For the Year Ending September 30,	Nonexchange Financial Guarantee
2022	$ 973,803
2023	207,729
2024	131,871
2025	61,398
Total	$ 1,374,801

Note 16 - Former Redevelopment Agency Dissolution and Successor Agency Activities

A. Redevelopment Dissolution

In an effort to balance its budget, the State of California adopted ABx1 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 activities of the Housing Successor are reported in the City Housing & Economic Development Special Revenue Fund as the City has control of those assets, which may be used in accordance with the low and moderate-income housing provisions of California Redevelopment Law. The City also 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.

ABx1 26 requires the establishment of an Oversight Board to oversee the activities of the Successor Agency and one was established on April 30, 2012. The activities of the Successor Agency are subject to review and approval of the Oversight Board, which is comprised of seven members, including one member of the City Council and one former Redevelopment Agency employee appointed by the Mayor.

B. Cash

Cash and investments of the Successor Agency as of September 30, 2021 are discussed in Note 3. Information presented in the following footnotes represents other assets and liabilities of the Successor Agency as of September 30, 2021.

C. Capital Assets

Capital assets recorded in the Successor Agency Private Purpose Trust Fund at September 30, 2021 comprise:

	Balance at September 30, 2020	Additions	Retirements	Balance at September 30, 2021
Successor Agency				
Capital assets not being depreciated:				
Land	$ 7,857,332	$ -	$ -	$ 7,857,332
Total capital assets not being depreciated	7,857,332	-	-	7,857,332
Capital assets, being depreciated:				
Streets	3,287,695	-	-	3,287,695
Total capital assets being depreciated	3,287,695	-	-	3,287,695
Less accumulated depreciation for:				
Streets	(1,472,613)	(82,192)	-	(1,554,805)
Total accumulated depreciation	(1,472,613)	(82,192)	-	(1,554,805)
Total capital assets being depreciated, net	1,815,082	(82,192)	-	1,732,890
Successor Agency capital assets, net	$ 9,672,414	$ (82,192)	$ -	$ 9,590,222

D. Long-Term Debt

The Successor Agency assumed the long-term debt of the Former Redevelopment Agency as of February 1, 2012. Current year balances reported in the private purpose trust fund as of September 30, 2021 are as follows:

	Balance at September 30, 2020	Additions	Retirements	Balance at September 30, 2021	Current Portion
Successor Agency					
Redevelopment Agency Obligations					
Revenue Bonds:					
Refunding Revenue Bonds, 2014 Series A					
2.0%-5.0%, due serially until 10/1/2034	$ 26,130,000	$ -	$ 665,000	$ 25,465,000	$ 695,000
Add: Premium	721,411	-	48,094	673,317	-
Refunding Revenue Bonds, 2015 Series A					
2.0% - 5.0% due serially until 10/1/2035	22,300,000	-	1,450,000	20,850,000	1,530,000
Add: Premium	1,522,912	-	101,527	1,421,385	-
Refunding Revenue Bonds, 2017 Series A					
2.0%-5.0%, due serially until 10/1/2037	17,230,000	-	330,000	16,900,000	335,000
Add: Premium	483,382	-	30,212	453,170	-
Total Revenue Bonds	68,387,705	-	2,624,833	65,762,872	2,560,000
Notes from Direct Borrowings:					
Advance due to the City	5,289,178	-	-	5,289,178	-
	$ 73,676,883	$ -	$ 2,624,833	$ 71,052,050	$ 2,560,000

The annual debt service requirements to maturity for the outstanding Revenue Bonds at September 30, 2021, were as follows:

For the Year Ending September 30	Private Purpose Trust Fund Revenue Bonds Principal	Interest
2022	$ 2,560,000	$ 2,543,981
2023	2,685,000	2,416,281
2024	2,815,000	2,282,356
2025	2,955,000	2,145,906
2026	3,090,000	2,009,306
2027-2031	17,575,000	7,876,938
2032-2036	21,680,000	3,737,256
2037-2038	9,855,000	319,609
Total	63,215,000	$ 23,331,633
Add: Bond Premium	2,547,872	
Notes from Direct Borrowings:		
Advance due to City	5,289,178	
Total	$ 71,052,050	

Advances due from the RDA Successor Agency

As a result of obtaining the finding of completion from the State of California Department of Finance, the Oversight Board of the Redevelopment Agency reviewed certain advances between the City and the Former Redevelopment Agency which had become invalid and non-binding when the Former RDA was dissolved. However, after dissolution, AB 1484 allowed for City loans to be re-established after a finding of completion is obtained and the Oversight Board finds the loans to be for legitimate redevelopment purposes. The Oversight Board concluded through Resolution 2014-6 that the City Loans were for legitimate redevelopment purposes and therefore these loans were re-established onto the financial statements. As of September 30, 2021, the total advance due to the City was $5,289,178.

Refunding Revenue Bonds 2014 Series A

On November 20, 2014, the South Tahoe Joint Powers Financing Authority, a joint powers authority between the City and the former South Tahoe Redevelopment Agency, issued Refunding Revenue Bonds 2014 Series A in the amount of $29,230,000, plus a premium of $1,009,974, for the South Tahoe Redevelopment Project Area No. 1. The Authority assisted the Successor Agency to the South Tahoe Redevelopment Agency (the Successor Agency) to achieve interest cost savings by refunding the Authority's remaining outstanding obligations of the 1999 Series A Bonds, 2003 Series A Bonds, and the 2004 Series A Bonds and to pay costs of issuance for the 2014 Bonds. Principal and Interest are payable on April 1 and October 1 of each year and interest rates range from 2 percent to 5 percent on the debt. The principal balance as of September 30, 2021 was $25,465,000.

A deferred amount on refunding of $812,990 was recognized with the issuance of the bonds. The unamortized balance at September 30, 2021 was $528,750.

Refunding Revenue Bonds 2015 Series A

On September 16, 2015, the South Tahoe Joint Powers Financing Authority, a joint powers authority between the City and the former South Lake Tahoe Redevelopment Agency, issued the 2015 Series A Refunding Revenue Bonds in the amount of $27,525,000 plus a premium of $2,030,547. The 2015 Bonds bear interest rates ranging from 2 percent to 5 percent and mature serially until 2035. The net proceeds of the 2015 Bonds are to be used to fund two loans to the Successor Agency to the South Tahoe Redevelopment Agency and will enable the Authority to refund prior loans made to the former Redevelopment Agency and in turn refund the Authority's remaining outstanding 2005 Series A Bonds. The principal balance as of September 30, 2021 was $20,850,000.

A deferred amount on refunding of $399,748 was recognized with the issuance of the bonds. The unamortized balance at September 30, 2021 was $279,824.

Refunding Revenue Bonds 2017 Series A

On September 1, 2017, The South Tahoe Joint Powers Financing Authority, a joint powers authority between the City and the former South Lake Tahoe Redevelopment Agency, issued the 2017 Series A Refunding Revenue Bonds in the amount of $17,640,000 plus a premium of $604,230. Principal and interest are payable on April 1 and October 1 of each year. The 2017 Bonds bear interest rates ranging from 2 percent to 5 percent and mature serially until 2037. The net proceeds of the 2017 Bonds are to be used to refund the Authority's remaining outstanding 2007 Series A Bonds. The principal balance as of September 30, 2021 was $16,900,000.

A deferred amount on refunding of $528,255 was recognized with the issuance of the bonds. The unamortized balance at September 30, 2021 was $427,633.

Pledged Revenue

Debt service on the 2014 Series A, the 2015 Series A, and the 2017 Series A Bonds are secured by and are repayable from a primary pledge of property tax increment received by the Agency. Transient occupancy tax (TOT) revenues levied by the Agency are pledged as a secondary revenue source, but only to the extent that property tax increment is insufficient to pay bond debt service, and only for bond debt service. Transient occupancy tax revenues which are not used for debt service on the Bonds remain with the City.

The Agency has pledged all future tax increment revenues for the repayment of the 2014, 2015 and 2017 Refunding Revenue Bonds. In FY2015, the 2014A Refunding Revenue Bonds refunded the 1999, 2003 and 2004 Bonds. In FY2015, the 2015A Refunding Revenue Bonds were issued to refund the 2005 Bonds. In FY2017, the Refunding Revenue Bonds 2017 Series A were issued to refund the 2007 Bonds. As a result, the debt issuances of the former South Tahoe Redevelopment Agency, to which the City provides non-exchange financial guarantees, consist of the 2014, 2015, and 2017 Refunding Revenue Bonds as of September 30, 2021. The pledge of all future tax increment revenues ends upon repayment of $86,546,633 remaining debt service on the Bonds, which is scheduled to occur in 2038. With the dissolution of the Redevelopment Agency discussed above, Tax Increment is no longer distributed, and instead the Successor Agency receives payments from the County's Redevelopment Property Tax Trust Fund (RPTTF) that are to be used to pay debt service on the Bonds, with no distinction between housing and non-housing revenues. Total property tax distributions for the year ended September 30, 2021 from the County's RPTTF totaled collections of $4,883,919, which represented coverage of 94 percent of the $5,174,507 of debt service.

E. Commitments and Contingencies

State Approval of Enforceable Obligations

The Successor Agency prepares a Recognized Obligation Payment Schedule (ROPS) annually that contains all proposed expenditures for the subsequent twelve-month period. The ROPS is subject to the review and approval of the Oversight Board as well as the State Department of Finance. Although the State Department of Finance may not question items included on the ROPS in one period, they may question the same items in a future period and disallow associated activities. The amount, if any, of current obligations that may be denied by the State Department of Finance cannot be determined at this time. The Successor Agency expects such amounts, if any, to be immaterial.

Note 17 - Future Pronouncements

GASB releases new accounting and financial reporting standards which may have a significant impact on the City's financial reporting process. The following pronouncements are currently under the review of City management:

GASB Statement No. 87 – In June 2017, GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The Statement is effective for the reporting periods beginning after June 15, 2021. The City has not determined the effect on the financial statements.

GASB Statement No. 89 – In June 2018, the GASB issued Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*. The objectives of this Statement are (a) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (b) to simplify accounting for certain interest costs. This Statement is effective for reporting periods beginning after December 15, 2020. The City has not determined the effect on the financial statements.

GASB Statement No. 91 – In May 2019, GASB issued Statement No. 91, *Conduit Debt Obligations*. The objective of this Statement is to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice. The requirements of this Statement are effective for reporting periods beginning after December 15, 2020. The City has not determined the effect on the financial statements.

GASB Statement No. 92 – In January 2020, the GASB issued Statement No. 92, *Omnibus 2020*. The objectives of this Statement are to enhance comparability in accounting and financial reporting to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. The Statement is effective for reporting periods beginning after June 15, 2021. The City has not determined the effect on the financial statements.

GASB Statement No. 93 – In March 2020, the GASB issued Statement No. 93, *Replacement of Interbank Offered Rates*. The objective of this Statement is to address the accounting and financial reporting implications that result from the replacement of an IBOR. The Statement is effective for reporting periods beginning after June 15, 2021. The City has not determined the effect on the financial statements.

GASB Statement No. 94 – In March 2020, the GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). The Statement is effective for reporting periods beginning after June 15, 2022. The City has not determined the effect on the financial statements.

GASB Statement No. 96 – In May 2020, the GASB issued Statement No. 96, *Subscription-based Information Technology Arrangements*. The objective of this Statement is to provide guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). The Statement is effective for reporting periods beginning after June 15, 2022. The City has not determined the effect on the financial statements.

GASB Statement No. 97 – In June 2020, the GASB issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting For Internal Revenue Code Section 457 Deferred Compensation Plans – An Amendment of GASB Statement No. 14 and No. 84 and A Supersession of GASB Statement No. 32*. The objective of this Statement is (1) to increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. The Statement is effective for reporting periods beginning after June 15, 2021. The City has not determined the effect on the financial statements.

Note 18 - Restatement

As of October 1, 2020, the City adopted GASB Statement No. 84, *Fiduciary Activities* (GASB 84). As a result, the City restated net position and fund balance as of October 1, 2020 to properly reflect beginning net position/fund balance and the change in accounting related to the implementation. The restatement is summarized as follows:

	Government-Wide Governmental Activities	Other Governmental Funds	Fiduciary Funds Custodial Funds
Net Position/Fund Balance, October 1, 2020	$ 89,462,814	$ 5,373,717	$ -
Restatement:			
Other Governmental Funds - Special Revenue Funds:			
Bijou ECP CFD	152,349	152,349	-
Harrison Ave CFD	63,135	63,135	-
Custodial Funds	-	-	3,316,478
Net Position/Fund Balance, October 1, 2020, as restated	$ 89,678,298	$ 5,589,201	$ 3,316,478

Required Supplementary Information
September 30, 2021

City of South Lake Tahoe, California

City of South Lake Tahoe, California

Schedule of Changes in Net Pension Liability and Related Ratios During the Measurement Period – Miscellaneous Plan

Last Ten Years*

	2021	2020	2019	2018	2017	2016	2015
Total pension liability							
Service cost	$ 1,700,613	$ 1,731,444	$ 1,565,769	$ 1,634,361	$ 1,640,573	$ 1,298,374	$ 1,289,914
Interest on total pension liability	7,214,836	7,027,535	6,791,789	6,501,556	6,290,481	6,167,070	5,921,706
Changes of assumptions	-	-	-	(541,838)	4,933,223	-	(1,373,535)
Difference between expected and actual experience	(233,289)	516,492	1,287,266	473,296	(436,341)	613,254	(675,672)
Benefit payments, including refunds of employee contributions	(6,044,528)	(5,736,837)	(5,582,622)	(5,076,733)	(4,737,930)	(4,801,972)	(4,441,507)
Net change in total pension liability	2,637,632	3,538,634	4,062,202	2,990,642	7,690,006	3,276,726	720,906
Total pension liability - beginning	103,312,046	99,773,412	95,711,210	92,720,568	85,030,562	81,753,836	81,032,930
Total pension liability - ending (a)	$ 105,949,678	$ 103,312,046	$ 99,773,412	$ 95,711,210	$ 92,720,568	$ 85,030,562	$ 81,753,836
Plan fiduciary net position							
Contributions - employer	$ 3,506,654	$ 3,266,237	$ 3,025,533	$ 2,690,016	$ 2,660,201	$ 2,330,646	$ 1,964,036
Contributions - employee	829,398	808,150	744,445	639,930	637,329	579,366	538,590
Net investment income	14,843,253	3,174,608	3,998,103	4,945,510	6,053,996	267,823	1,263,648
Plan to plan resource movements	-	-	-	(235)	-	13,996	-
Benefit payments, including refunds of employee contributions	(6,044,528)	(5,736,837)	(5,582,622)	(5,076,733)	(4,737,930)	(4,801,972)	(4,441,507)
Administrative expense	(65,512)	(90,449)	(44,258)	(92,073)	(80,545)	(34,250)	(63,276)
Other miscellaneous income/expense	-	-	144	(174,849)	-	-	-
Net change in fiduciary net position	13,069,265	1,421,709	2,141,345	2,931,566	4,533,051	(1,644,391)	(738,509)
Plan fiduciary net position - beginning	65,581,371	64,159,662	62,018,317	59,086,751	54,553,700	56,198,091	56,936,600
Plan fiduciary net position - ending (b)	$ 78,650,636	$ 65,581,371	$ 64,159,662	$ 62,018,317	$ 59,086,751	$ 54,553,700	$ 56,198,091
Net pension liability - ending (a) - (b)	$ 27,299,042	$ 37,730,675	$ 35,613,750	$ 33,692,893	$ 33,633,817	$ 30,476,862	$ 25,555,745
Plan fiduciary net position as a percentage of the total pension liability	74.23%	63.48%	64.31%	64.80%	63.73%	64.16%	68.74%
Covered payroll	$ 9,247,957	$ 9,968,860	$ 9,235,423	$ 8,387,476	$ 8,459,217	$ 7,567,926	$ 6,923,639
Net pension liability as a percentage of covered payroll	295.19%	378.49%	385.62%	401.70%	397.60%	402.71%	369.11%
Measurement date	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015

Notes to Schedule:

Changes in assumptions: In 2015, the discount rate was changed from 7.50 percent to 7.65 percent. In 2017, the discount rate was changed from 7.65 percent to 7.15 percent. In 2018, the demographic assumptions, and inflation rate changed from 2.75 percent to 2.5 percent.

* Fiscal year 2015 was the first year of implementation, therefore only seven years are shown.

City of South Lake Tahoe, California
Schedule of Contributions – Miscellaneous Plan
Last Ten Years*

	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contributions	$ 3,785,869	$ 3,491,578	$ 3,016,430	$ 2,688,342	$ 2,672,952	$ 2,424,596	$ 2,039,415
Contributions in relation to the actuarially determined contribution	(3,785,869)	(3,491,578)	(3,016,430)	(2,688,342)	(2,672,952)	(2,424,596)	(2,039,415)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 8,849,305	$ 9,195,878	$ 9,411,567	$ 8,467,344	$ 8,280,014	$ 7,818,112	$ 7,025,581
Contributions as a percentage of covered payroll	42.78%	37.97%	32.05%	31.75%	32.28%	31.01%	29.03%

* Fiscal year 2015 was the first year of implementation, therefore only seven years are shown.

City of South Lake Tahoe, California

Schedule of the City's Proportionate Share of the Net Pension Liability – Safety Cost Sharing Plan

Last Ten Years*

	2021	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability	0.5893%	0.6039%	0.6200%	0.3935%	0.3764%	0.3761%	0.3640%
City's proportionate share of the net pension liability	$ 28,415,935	$ 43,775,772	$ 40,016,396	$ 37,917,732	$ 37,323,632	$ 32,546,803	$ 24,987,173
City's covered payroll	$ 8,211,376	$ 8,089,719	$ 6,759,736	$ 6,572,142	$ 6,460,385	$ 6,144,036	$ 6,149,004
City's proportionate share of the net pension liability as a percentage of covered payroll	346.06%	541.13%	591.98%	576.95%	577.73%	529.73%	406.36%
Plan fiduciary net position as a percentage of the total pension liability	81.60%	70.75%	72.47%	75.26%	73.31%	74.06%	78.40%
Measurement Date	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015

Notes to Schedule:

Changes in assumptions: In 2015, the discount rate was changed from 7.50 percent to 7.65 percent. In 2017, the discount rate was changed from 7.65 percent to 7.15 percent. In 2018, the demographic assumptions, and inflation rate changed from 2.75 percent to 2.5 percent.

* Fiscal year 2015 was the first year of implementation, therefore only seven years are shown.

City of South Lake Tahoe, California
Schedule of Contributions – Safety Cost Sharing Plan
Last Ten Years*

	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contributions	$ 4,610,711	$ 4,044,515	$ 2,937,395	$ 2,762,331	$ 2,405,473	$ 1,978,077	$ 1,692,799
Contributions in relation to the actuarially determined contribution	(4,610,711)	(4,044,515)	(2,937,395)	(2,762,331)	(2,405,473)	(1,978,077)	(13,140,470)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ (11,447,671)
Covered payroll	$ 7,910,987	$ 7,702,295	$ 7,007,680	$ 6,615,298	$ 6,308,623	$ 6,170,675	$ 6,110,069
Contributions as a percentage of covered payroll	58.28%	52.51%	41.92%	41.76%	38.13%	32.06%	215.06%

* Fiscal year 2015 was the first year of implementation, therefore only seven years are shown.



Supplementary Information
September 30, 2021

City of South Lake Tahoe, California

City of South Lake Tahoe, California

Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – City Capital Projects Fund

Year Ended September 30, 2021

	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Use of money and property	$ -	$ 658	$ 658
Intergovernmental revenue	3,580,881	1,612,871	(1,968,010)
Charges for current services	244,605	244,605	-
Total revenues	3,825,486	1,858,134	(1,967,352)
Expenditures			
Current:			
General government	25,719	-	25,719
Capital outlay	19,909,737	8,391,035	11,518,702
Total expenditures	19,935,456	8,391,035	11,544,421
Excess (Deficiency) of Revenues over Expenditures	(16,109,970)	(6,532,901)	9,577,069
Other Financing Sources (Uses)			
Transfers in	10,439,784	6,843,937	(3,595,847)
Transfers (out)	(412,242)	(33,188)	379,054
Issuance of long term debt	2,700,000	2,700,000	-
Total other financing sources (uses)	12,727,542	9,510,749	(3,216,793)
Net Change in Fund Balances	$ (3,382,428)	2,977,848	$ 6,360,276
Beginning Fund Balance		5,177,823	
Ending Fund Balance		$ 8,155,671	

City of South Lake Tahoe, California

Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – City Debt Service Fund

Year Ended September 30, 2021

	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Use of money and property	$ 1,500	$ 48	$ (1,452)
Total revenues	1,500	48	(1,452)
Expenditures			
Current			
General government	15,000	17,856	(2,856)
Debt service			
Principal	3,014,466	3,014,466	-
Interest and fiscal charges	850,203	842,925	7,278
Total expenditures	3,879,669	3,875,247	4,422
Excess (Deficiency) of Revenues over Expenditures	(3,878,169)	(3,875,199)	2,970
Other Financing Sources (Uses)			
Transfers in	3,347,643	3,347,643	-
Total other financing sources (uses)	3,347,643	3,347,643	-
Net Change in Fund Balances	$ (530,526)	(527,556)	$ 2,970
Beginning Fund Balance		1,883,167	
Ending Fund Balance		$ 1,355,611	



The funds described below include the individual non-major funds of the City. This includes the City's non-major special revenue and capital projects funds.

Special Revenue Funds

Gas Tax – Used to account for the Highway User's Tax revenues received from the State of California under Sections 2105, 2106 and 2107 of the Streets and Highways Code.

TOT – To account for the collection of Transient Occupancy Taxes formerly associated with the Redevelopment Project areas to be utilized to backfill any shortfalls in tax increment revenue in the Redevelopment Successor Agency.

Snow Removal – Used to account for the Highway User's Tax revenues received from the State of California under section 2107.5 of the Streets and Highways code restricted to snow removal operations, and for revenue and expenditures related to replacement of snow removal equipment.

Vehicle Replacement – Used to account for revenues and expenditures related to the replacement of city vehicles and safety vehicles.

Solid Waste – To account for fees from AB 939 to promote environmentally friendly practices to reduce solid waste by diversion of recycling materials.

Safety Sales Tax – Used to account for the Proposition 172 Safety Sales Tax revenues and expenditures.

AB3229 COPS – To account for COPS grant funds received and used to purchase equipment and pay officer overtime for projects associated with Community Oriented Policing.

Local Law Enforcement – To account for the receipt and expenditure of Local Law Enforcement Block Grants (LLEBG) received from State and Federal agencies.

Asset Forfeiture – To account for asset forfeiture funds received as a result of forfeiture of criminal assets to be used for contract services along with special police investigations.

Stormwater Management – To account for South Tahoe Refuse funds that pay for Street and Snow Sweeping and Stormwater projects and employees.

EMS – To account for the receipt of first responder fees for medical response that support the Cal Tahoe Joint Powers Authority Ambulance and the costs of operations of paramedic engines and squad.

Clean Community – To account for funds from South Tahoe Refuse to remove litter from highly visible locations along public roadways and neighborhoods, issue trash violations and provide education and special events.

Abatement – To account for vehicle abatement activities in accordance with City Code to coordinate with tow companies to remove abandoned vehicles and for nuisance abatement to process all complaints of nuisances as identified in City Code.

Ski Run Business Improvement – Used to account for the fees collected with business tax payments for the purpose of supporting landscaping and snow removal in the Ski Run Business Improvement District located on Ski Run Boulevard between Pioneer Trail and Lake Tahoe Boulevard.

Measure S Maintenance – To account for the Measure S assessments for the Community Facilities District Recreation Joint Powers Authority for maintenance of bike trails, athletic facilities, Paradise Park facilities, and the ice arena.

General Plan / Community Plan – Used to account for the fees collected and expenses incurred for the update of the general plan.

Boat Patrol – To account for Boat Patrol grants to provide law enforcement services in open waters and harbor areas of the City of South Lake Tahoe.

Domestic Violence Grant – To account for the grant supporting collaboration between SLTPD and Live Violence Free to use as an integrated community-oriented approach to address domestic violence.

DUI/Traffic Safety Grant – Used to account for the revenues and expenditures related to the Police Department DUI and Traffic Safety Grants received from State and Federal agencies.

Explore Tahoe Transit Center – To account for the revenues and expenditures related to Explore Tahoe at Heavenly Village to provide education and transportation for visitors to recreational and cultural activities.

Tourism Improvement District – Used to account for the collection and passing through of the nightly per room assessment for the purpose of tourism promotion in the South Lake Tahoe area.

Arts Program – Used to account for funds to be utilized for Public Art programs in the City of South Lake Tahoe.

Vacation Home Rental Program – To account for the Vacation Home Rental Program to improve the efficiency and enforcement of the City Vacation Home Rental Ordinance.

Ice Arena – To account for the Management and Operations Agreement with Tahoe Sports Entertainment to operate and maintain the Ice Arena.

Cannabis Program – To account for the collection of voluntary six percent contributions for recreational cannabis sales within the City limits.

PEG Program – To account for the Public, Educational, Government (PEG) support fee to be paid by customers of Charter Communications to support the City's PEG station, SLT-TV Channel 21.

Local Fiscal Recovery – To account for the funds received under the American Rescue Plan Act of 2021.

Tobacco Law Enforcement Grant – Used to account for the revenues and expenditures related to the Tobacco Law Enforcement Grants.

Bijou Erosion Control Plan CFD – To account for special assessments collected to be used towards erosion control plan activities in the Community Facility District No. 2014-1 (Bijou Area ECP).

Harrison Avenue CFD – To account for special assessments collected to fund capital improvement activities on Harrison Avenue.

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2021

	Special Revenue Funds		
	Gas Tax	TOT	Snow Removal
Assets			
Cash and investments	$ 594,648	$ 1,624,625	$ 971,010
Accounts receivable - net	-	-	-
Advances to RDA Successor Agency	-	-	-
Total assets	$ 594,648	$ 1,624,625	$ 971,010
Liabilities			
Accounts payable	$ 13,582	$ -	$ 6,249
Accrued expenditures	-	-	-
Due to other funds	-	-	-
Unearned revenue	-	-	-
Total liabilities	13,582	-	6,249
Fund Balance			
Restricted	581,066	-	964,761
Committed	-	1,374,801	-
Assigned	-	249,824	-
Unassigned	-	-	-
Total fund balances	581,066	1,624,625	964,761
Total liabilities and fund balances	$ 594,648	$ 1,624,625	$ 971,010

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2021

	Special Revenue Funds					
	Vehicle Replacement	Solid Waste	Safety Sales Tax	AB3229 COPS	Local Law Enforcement	Asset Forfeiture
	$ 759,917	$ 46,037	$ 531,813	$ 30,256	$ 1,994	$ 54,329
	951	-	88,792	40,814	-	-
	317,809	-	-	-	-	-
	$ 1,078,677	$ 46,037	$ 620,605	$ 71,070	$ 1,994	$ 54,329
	$ 23,180	$ -	$ -	$ 548	$ -	$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	23,180	-	-	548	-	-
	737,688	46,037	620,605	70,522	1,994	54,329
	-	-	-	-	-	-
	317,809	-	-	-	-	-
	-	-	-	-	-	-
	1,055,497	46,037	620,605	70,522	1,994	54,329
	$ 1,078,677	$ 46,037	$ 620,605	$ 71,070	$ 1,994	$ 54,329

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2021

	Special Revenue Funds		
	Stormwater Management	EMS	Clean Community
Assets			
Cash and investments	$ 46,064	$ 222,743	$ -
Accounts receivable - net	22,719	-	60,630
Advances to RDA Successor Agency	-	-	-
Total assets	$ 68,783	$ 222,743	$ 60,630
Liabilities			
Accounts payable	$ 14,328	$ 5,612	$ 968
Accrued expenditures	-	-	-
Due to other funds	-	-	2,034
Unearned revenue	-	-	-
Total liabilities	14,328	5,612	3,002
Fund Balance			
Restricted	54,455	217,131	57,628
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Total fund balances	54,455	217,131	57,628
Total liabilities and fund balances	$ 68,783	$ 222,743	$ 60,630

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2021

	Special Revenue Funds					
	Abatement	Ski Run Business Improvement	Measure S Maintenance	General Plan/ Community Plan	Boat Patrol	Domestic Violence Grant
	$ 249,375	$ 183	$ 411,812	$ 220,470	$ -	$ 18,279
	57,410	-	-	49,635	23,076	54,083
	-	-	-	-	-	-
	$ 306,785	$ 183	$ 411,812	$ 270,105	$ 23,076	$ 72,362
	$ 10,976	$ 183	$ 276	$ 19,785	$ -	$ 30,341
	-	-	-	-	-	-
	-	-	-	-	25,912	-
	-	-	-	-	-	-
	10,976	183	276	19,785	25,912	30,341
	295,809	-	411,536	250,320	-	42,021
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	(2,836)	-
	295,809	-	411,536	250,320	(2,836)	42,021
	$ 306,785	$ 183	$ 411,812	$ 270,105	$ 23,076	$ 72,362

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2021

	Special Revenue Funds		
	DUI/ Traffic Safety Grant	Explore Tahoe Transit Center	Tourism Improvement District
Assets			
Cash and investments	$ -	$ 53,655	$ 249,329
Accounts receivable - net	42,758	6,071	-
Advances to RDA Successor Agency	-	-	-
Total assets	$ 42,758	$ 59,726	$ 249,329
Liabilities			
Accounts payable	$ -	$ 4,907	$ 249,329
Accrued expenditures	-	-	-
Due to other funds	38,814	-	-
Unearned revenue	-	-	-
Total liabilities	38,814	4,907	249,329
Fund Balance			
Restricted	3,944	54,819	-
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Total fund balances	3,944	54,819	-
Total liabilities and fund balances	$ 42,758	$ 59,726	$ 249,329

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2021

	Special Revenue Funds					
Arts Program	Vacation Home Rental Program	Ice Arena	Cannabis Program	PEG Program	Local Fiscal Recovery
$ 24,160	$ -	$ -	$ 878,209	$ 139,670	$ 2,654,997
-	5,739	43,125	208,416	20,588	-
-	-	-	-	-	-
$ 24,160	$ 5,739	$ 43,125	$ 1,086,625	$ 160,258	$ 2,654,997
$ -	$ 431	$ 12,155	21,250	$ 23	$ -
-	-	2,082	-	-	-
-	73,820	81,188	-	-	-
-	-	-	-	-	2,654,997
-	74,251	95,425	21,250	23	2,654,997
24,160	-	-	-	160,235	-
-	-	-	1,065,375	-	-
-	-	-	-	-	-
-	(68,512)	(52,300)	-	-	-
24,160	(68,512)	(52,300)	1,065,375	160,235	-
$ 24,160	$ 5,739	$ 43,125	$ 1,086,625	$ 160,258	$ 2,654,997

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2021

	Special Revenue Funds		
	Tobacco Law Enforcement Grant	Bijou Erosion Control Plan CFD	Harrsion Avenue CFD
Assets			
Cash and investments	$ -	$ 160,087	$ 84,055
Accounts receivable - net	73,679	-	-
Advances to RDA Successor Agency	-	-	-
Total assets	$ 73,679	$ 160,087	$ 84,055
Liabilities			
Accounts payable	$ -	$ 150	$ -
Accrued expenditures	-	-	-
Due to other funds	73,679	-	-
Unearned revenue	-	-	-
Total liabilities	73,679	150	-
Fund Balance			
Restricted	-	159,937	84,055
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Total fund balances	-	159,937	84,055
Total liabilities and fund balances	$ 73,679	$ 160,087	$ 84,055

Total Nonmajor Governmental Funds
$ 10,027,717
798,486
317,809
$ 11,144,012
$ 414,273
2,082
295,447
2,654,997
3,366,799
4,893,052
2,440,176
567,633
(123,648)
7,777,213
$ 11,144,012

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Year Ended September 30, 2021

	Special Revenue Funds		
	Gas Tax	TOT	Snow Removal
Revenues			
Taxes and assessments	$ -	$ -	$ 229,329
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	2,119	2,901	388
Intergovernmental revenue	559,154	-	1,238,345
Charges for current services	-	-	-
Other revenue	-	-	-
Total revenues	561,273	2,901	1,468,062
Expenditures			
Current			
General government	-	-	-
Public safety	-	-	-
Public works	-	-	-
Parks and recreation	-	-	-
Streets	989,704	-	1,616,937
Capital outlay	2,709	-	3,331
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	406,000	-
Total expenditures	992,413	406,000	1,620,268
Excess (Deficiency) of Revenues over Expenditures	(431,140)	(403,099)	(152,206)
Other Financing Sources (Uses)			
Transfers in	668,790	800,000	1,010,975
Transfers (out)	-	-	-
Total other financing sources (uses)	668,790	800,000	1,010,975
Net Change in Fund Balance	237,650	396,901	858,769
Beginning Fund Balance (Deficit), as restated	343,416	1,227,724	105,992
Ending Fund Balance	$ 581,066	$ 1,624,625	$ 964,761

Special Revenue Funds					
Vehicle Replacement	Solid Waste	Safety Sales Tax	AB3229 COPS	Local Law Enforcement	Asset Forfeiture
$ -	$ 65,320	$ 957,358	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
1,371	42	496	225	-	88
250,000	-	-	157,573	-	-
9,920	-	-	-	-	3,605
39,750	-	-	-	-	-
301,041	65,362	957,854	157,798	-	3,693
-	-	-	-	-	-
-	-	15,020	193,101	-	-
-	78,727	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,019,503	-	-	35,375	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,019,503	78,727	15,020	228,476	-	-
(718,462)	(13,365)	942,834	(70,678)	-	3,693
416,000	-	-	-	-	-
-	-	(416,000)	-	-	-
416,000	-	(416,000)	-	-	-
(302,462)	(13,365)	526,834	(70,678)	-	3,693
1,357,959	59,402	93,771	141,200	1,994	50,636
$ 1,055,497	$ 46,037	$ 620,605	$ 70,522	$ 1,994	$ 54,329

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Year Ended September 30, 2021

	Special Revenue Funds		
	Stormwater Management	EMS	Clean Community
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	-	12
Intergovernmental revenue	-	-	5,875
Charges for current services	128,313	-	175,552
Other revenue	-	186,987	12,419
Total revenues	128,313	186,987	193,858
Expenditures			
Current			
General government	-	-	-
Public safety	-	100,288	-
Public works	339,679	-	196,421
Parks and recreation	-	-	-
Streets	107,261	-	-
Capital outlay	-	1,775	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	446,940	102,063	196,421
Excess (Deficiency) of Revenues over Expenditures	(318,627)	84,924	(2,563)
Other Financing Sources (Uses)			
Transfers in	355,110	-	12,000
Transfers (out)	-	-	-
Total other financing sources (uses)	355,110	-	12,000
Net Change in Fund Balance	36,483	84,924	9,437
Beginning Fund Balance (Deficit), as restated	17,972	132,207	48,191
Ending Fund Balance	$ 54,455	$ 217,131	$ 57,628

Special Revenue Funds					
Abatement	Ski Run Business Improvement	Measure S Maintenance	General Plan/ Community Plan	Boat Patrol	Domestic Violence Grant
$ -	$ -	$ -	$ -	$ 41,455	$ -
-	124	-	-	-	-
-	11,704	-	-	-	-
-	-	572	-	-	-
-	-	-	49,635	39,791	182,880
202,289	-	-	53,916	-	-
-	-	112,000	-	-	-
202,289	11,828	112,572	103,551	81,246	182,880
-	-	-	-	-	-
-	-	-	-	81,246	115,879
206,111	19,328	-	54,135	-	-
-	-	65,128	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
206,111	19,328	65,128	54,135	81,246	115,879
(3,822)	(7,500)	47,444	49,416	-	67,001
-	7,500	-	-	-	-
-	-	-	-	-	(67,001)
-	7,500	-	-	-	(67,001)
(3,822)	-	47,444	49,416	-	-
299,631	-	364,092	200,904	(2,836)	42,021
$ 295,809	$ -	$ 411,536	$ 250,320	$ (2,836)	$ 42,021

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Year Ended September 30, 2021

	Special Revenue Funds		
	DUI/ Traffic Safety Grant	Explore Tahoe Transit Center	Tourism Improvement District
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	7,200	429
Intergovernmental revenue	87,974	-	-
Charges for current services	-	-	3,165,769
Other revenue	-	11,815	-
Total revenues	87,974	19,015	3,166,198
Expenditures			
Current			
General government	-	-	-
Public safety	43,704	-	-
Public works	-	-	-
Parks and recreation	-	43,531	3,134,541
Streets	-	-	-
Capital outlay	48,600	-	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	92,304	43,531	3,134,541
Excess (Deficiency) of Revenues over Expenditures	(4,330)	(24,516)	31,657
Other Financing Sources (Uses)			
Transfers in	-	23,049	-
Transfers (out)	-	-	(31,658)
Total other financing sources (uses)	-	23,049	(31,658)
Net Change in Fund Balance	(4,330)	(1,467)	(1)
Beginning Fund Balance (Deficit), as restated	8,274	56,286	1
Ending Fund Balance	$ 3,944	$ 54,819	$ -

City of South Lake Tahoe, California
Non-Major Governmental Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Year Ended September 30, 2021

Special Revenue Funds					
Arts Program	Vacation Home Rental Program	Ice Arena	Cannabis Program	PEG Program	Local Fiscal Recovery
$ -	$ -	$ -	$ -	$ 81,212	$ -
-	357,971	-	-	-	-
-	48,703	-	-	-	-
-	241	4,051	1,059	195	-
-	-	-	-	-	-
-	1,137	-	1,242,753	-	-
-	-	34,200	-	-	-
-	408,052	38,251	1,243,812	81,407	-
-	-	-	208,708	3,451	-
-	772,814	-	200,000	-	-
-	5,187	-	-	-	-
-	-	79,893	-	-	-
-	-	-	-	-	-
-	-	-	-	6,731	-
-	-	50,593	-	-	-
-	-	9,067	-	-	-
-	-	-	-	-	-
-	778,001	139,553	408,708	10,182	-
-	(369,949)	(101,302)	835,104	71,225	-
20,000	-	60,000	-	-	-
-	-	-	(211,000)	-	-
20,000	-	60,000	(211,000)	-	-
20,000	(369,949)	(41,302)	624,104	71,225	-
4,160	301,437	(10,998)	441,271	89,010	-
$ 24,160	$ (68,512)	$ (52,300)	$ 1,065,375	$ 160,235	$ -

	Special Revenue Funds		
	Tobacco Law Enforcement Grant	Bijou Erosion Control Plan CFD	Harrsion Avenue CFD
Revenues			
Taxes and assessments	$ -	$ 14,009	$ 46,566
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	266	114
Intergovernmental revenue	137,542	-	-
Charges for current services	-	-	-
Other revenue	-	-	-
Total revenues	137,542	14,275	46,680
Expenditures			
Current			
General government	-	6,687	760
Public safety	137,542	-	-
Public works	-	-	-
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	-	-	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	137,542	6,687	760
Excess (Deficiency) of Revenues over Expenditures	-	7,588	45,920
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers (out)	-	-	(25,000)
Total other financing sources (uses)	-	-	(25,000)
Net Change in Fund Balance	-	7,588	20,920
Beginning Fund Balance (Deficit), as restated	-	152,349	63,135
Ending Fund Balance	$ -	$ 159,937	$ 84,055

Total Nonmajor Governmental Funds
$ 1,435,249
358,095
60,407
21,769
2,708,769
4,983,254
397,171
9,964,714
219,606
1,659,594
899,588
3,323,093
2,713,902
1,118,024
50,593
9,067
406,000
10,399,467
(434,753)
3,373,424
(750,659)
2,622,765
2,188,012
5,589,201
$ 7,777,213

City of South Lake Tahoe, California
Budgeted Non-Major Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual
Year Ended September 30, 2021

	Gas Tax		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	2,119	2,119
Intergovernmental revenue	500,000	559,154	59,154
Charges for current services	-	-	-
Other revenue	-	-	-
Total revenues	500,000	561,273	61,273
Expenditures			
Current			
General government	-	-	-
Public safety	-	-	-
Public works	-	-	-
Parks and recreation	-	-	-
Streets	1,255,291	989,704	265,587
Capital outlay	9,500	2,709	6,791
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	1,264,791	992,413	272,378
Excess (Deficiency) of Revenues over Expenditures	(764,791)	(431,140)	333,651
Other Financing Sources (Uses)			
Transfers in	668,790	668,790	-
Transfers (out)	-	-	-
Total other financing sources (uses)	668,790	668,790	-
Net Change in Fund Balance	$ (96,001)	237,650	$ 333,651
Beginning Fund Balance (Deficit), as restated		343,416	
Ending Fund Balance		$ 581,066	

TOT			Snow Removal		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ 230,000	$ 229,329	$ (671)
-	-	-	-	-	-
-	-	-	-	-	-
50,000	2,901	(47,099)	1,500	388	(1,112)
-	-	-	1,200,000	1,238,345	38,345
-	-	-	-	-	-
-	-	-	-	-	-
50,000	2,901	(47,099)	1,431,500	1,468,062	36,562
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	1,940,513	1,616,937	323,576
-	-	-	284,000	3,331	280,669
-	-	-	-	-	-
-	-	-	-	-	-
591,339	406,000	185,339	-	-	-
591,339	406,000	185,339	2,224,513	1,620,268	604,245
(541,339)	(403,099)	138,240	(793,013)	(152,206)	640,807
800,000	800,000	-	1,010,973	1,010,975	2
-	-	-	-	-	-
800,000	800,000	-	1,010,973	1,010,975	2
$ 258,661	396,901	$ 138,240	$ 217,960	858,769	$ 640,809
	1,227,724			105,992	
	$ 1,624,625			$ 964,761	

	Vehicle Replacement		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	1,000	1,371	371
Intergovernmental revenue	247,779	250,000	2,221
Charges for current services	9,920	9,920	-
Other revenue	-	39,750	39,750
Total revenues	258,699	301,041	42,342
Expenditures			
Current			
General government	-	-	-
Public safety	-	-	-
Public works	-	-	-
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	1,049,489	1,019,503	29,986
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	1,049,489	1,019,503	29,986
Excess (Deficiency) of Revenues over Expenditures	(790,790)	(718,462)	72,328
Other Financing Sources (Uses)			
Transfers in	416,000	416,000	-
Transfers (out)	-	-	-
Total other financing sources (uses)	416,000	416,000	-
Net Change in Fund Balance	$ (374,790)	(302,462)	$ 72,328
Beginning Fund Balance (Deficit), as restated		1,357,959	
Ending Fund Balance		$ 1,055,497	

Solid Waste			Safety Sales Tax		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ 66,000	$ 65,320	$ (680)	$ 740,000	$ 957,358	$ 217,358
-	-	-	-	-	-
-	-	-	-	-	-
50	42	(8)	$ 500	496	(4)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
66,050	65,362	(688)	740,500	957,854	217,354
-	-	-	-	-	-
-	-	-	15,020	15,020	-
87,603	78,727	8,876	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
87,603	78,727	8,876	15,020	15,020	-
(21,553)	(13,365)	8,188	725,480	942,834	217,354
-	-	-	-	-	-
-	-	-	(416,000)	(416,000)	-
-	-	-	(416,000)	(416,000)	-
$ (21,553)	(13,365)	$ 8,188	$ 309,480	526,834	$ 217,354
	59,402			93,771	
	$ 46,037			$ 620,605	

	AB3229 COPS		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	1,200	225	(975)
Intergovernmental revenue	135,000	157,573	22,573
Charges for current services	-	-	-
Other revenue	-	-	-
Total revenues	136,200	157,798	21,598
Expenditures			
Current			
General government	-	-	-
Public safety	130,593	193,101	(62,508)
Public works	-	-	-
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	40,000	35,375	4,625
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	170,593	228,476	(57,883)
Excess (Deficiency) of Revenues over Expenditures	(34,393)	(70,678)	(36,285)
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers (out)	-	-	-
Total other financing sources (uses)	-	-	-
Net Change in Fund Balance	$ (34,393)	(70,678)	$ (36,285)
Beginning Fund Balance (Deficit), as restated		141,200	
Ending Fund Balance		$ 70,522	

City of South Lake Tahoe, California

Budgeted Non-Major Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual

Year Ended September 30, 2021

Local Law Enforcement Grant			Asset Forfeiture		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	88	88
-	-	-	-	-	-
-	-	-	-	3,605	3,605
-	-	-	-	-	-
-	-	-	-	3,693	3,693
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	3,693	3,693
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
$ -	-	$ -	$ -	3,693	$ 3,693
	1,994			50,636	
	$ 1,994			$ 54,329	

	Stormwater Management		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	34,000	-	(34,000)
Fines and penalties	-	-	-
Use of money and property	-	-	-
Intergovernmental revenue	-	-	-
Charges for current services	133,240	128,313	(4,927)
Other revenue	-	-	-
Total revenues	167,240	128,313	(38,927)
Expenditures			
Current			
General government	-	-	-
Public safety	-	-	-
Public works	391,015	339,679	51,336
Parks and recreation	-	-	-
Streets	130,123	107,261	22,862
Capital outlay	1,000	-	1,000
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	522,138	446,940	75,198
Excess (Deficiency) of Revenues over Expenditures	(354,898)	(318,627)	36,271
Other Financing Sources (Uses)			
Transfers in	355,110	355,110	-
Transfers (out)	-	-	-
Total other financing sources (uses)	355,110	355,110	-
Net Change in Fund Balance	$ 212	36,483	$ 36,271
Beginning Fund Balance (Deficit), as restated		17,972	
Ending Fund Balance		$ 54,455	

EMS			Clean Community		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	12	12
-	-	-	5,000	5,875	875
-	-	-	176,000	175,552	(448)
175,000	186,987	11,987	70,000	12,419	(57,581)
175,000	186,987	11,987	251,000	193,858	(57,142)
-	-	-	-	-	-
123,900	100,288	23,612	-	-	-
-	-	-	263,000	196,421	66,579
-	-	-	-	-	-
-	-	-	-	-	-
20,000	1,775	18,225	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
143,900	102,063	41,837	263,000	196,421	66,579
31,100	84,924	53,824	(12,000)	(2,563)	9,437
-	-	-	12,000	12,000	-
-	-	-	-	-	-
-	-	-	12,000	12,000	-
$ 31,100	84,924	$ 53,824	$ -	9,437	$ 9,437
	132,207			48,191	
	$ 217,131			$ 57,628	

	Abatement		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	-	-
Intergovernmental revenue	-	-	-
Charges for current services	183,000	202,289	19,289
Other revenue	-	-	-
Total revenues	183,000	202,289	19,289
Expenditures			
Current			
General government	-	-	-
Public safety	-	-	-
Public works	276,352	206,111	70,241
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	-	-	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	276,352	206,111	70,241
Excess (Deficiency) of Revenues over Expenditures	(93,352)	(3,822)	89,530
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers (out)	-	-	-
Total other financing sources (uses)	-	-	-
Net Change in Fund Balance	$ (93,352)	(3,822)	$ 89,530
Beginning Fund Balance (Deficit), as restated		299,631	
Ending Fund Balance		$ 295,809	

Ski Run Business Improvement			Measure S Maintenance		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -
-	124	124	-	-	-
10,200	11,704	1,504	-	-	-
-	-	-	-	572	572
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	95,751	112,000	16,249
10,200	11,828	1,628	95,751	112,572	16,821
-	-	-	-	-	-
-	-	-	-	-	-
17,700	19,328	(1,628)	-	-	-
-	-	-	133,664	65,128	68,536
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
17,700	19,328	(1,628)	133,664	65,128	68,536
(7,500)	(7,500)	-	(37,913)	47,444	85,357
7,500	7,500	-	-	-	-
-	-	-	-	-	-
7,500	7,500	-	-	-	-
$ -	-	$ -	$ (37,913)	47,444	$ 85,357
	-			364,092	
	$ -			$ 411,536	

	General Plan/Community Plan		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	-	-
Intergovernmental revenue	150,000	49,635	(100,365)
Charges for current services	24,000	53,916	29,916
Other revenue	-	-	-
Total revenues	174,000	103,551	(70,449)
Expenditures			
Current			
General government	-	-	-
Public safety	-	-	-
Public works	284,200	54,135	230,065
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	-	-	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	284,200	54,135	230,065
Excess (Deficiency) of Revenues over Expenditures	(110,200)	49,416	(159,616)
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers (out)	-	-	-
Total other financing sources (uses)	-	-	-
Net Change in Fund Balance	$ (110,200)	49,416	$ 159,616
Beginning Fund Balance (Deficit), as restated		200,904	
Ending Fund Balance		$ 250,320	

Boat Patrol			Domestic Violence Grant		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ 41,455	$ 41,455	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
73,178	39,791	(33,387)	225,739	182,880	(42,859)
-	-	-	-	-	-
-	-	-	-	-	-
114,633	81,246	(33,387)	225,739	182,880	(42,859)
-	-	-	-	-	-
114,634	81,246	33,388	157,861	115,879	41,982
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
114,634	81,246	33,388	157,861	115,879	41,982
(1)	-	1	67,878	67,001	(877)
-	-	-	-	-	-
-	-	-	(67,877)	(67,001)	876
-	-	-	(67,877)	(67,001)	876
$ (1)	-	$ 1	$ 1	-	$ (1)
	(2,836)			42,021	
	$ (2,836)			$ 42,021	

	DUI/Traffic Safety Grant		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	-	-
Intergovernmental revenue	154,444	87,974	(66,470)
Charges for current services	-	-	-
Other revenue	-	-	-
Total revenues	154,444	87,974	(66,470)
Expenditures			
Current			
General government	-	-	-
Public safety	99,887	43,704	56,183
Public works	-	-	-
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	48,626	48,600	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	148,513	92,304	56,183
Excess (Deficiency) of Revenues over Expenditures	5,931	(4,330)	(10,261)
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers (out)	-	-	-
Total other financing sources (uses)	-	-	-
Net Change in Fund Balance	$ 5,931	(4,330)	$ (10,261)
Beginning Fund Balance (Deficit), as restated		8,274	
Ending Fund Balance		$ 3,944	

Explore Tahoe Transit Center			Tourism Improvement District		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
7,200	7,200	-	-	429	429
-	-	-	-	-	-
-	-	-	2,740,000	3,165,769	425,769
16,000	11,815	(4,185)	-	-	-
23,200	19,015	(4,185)	2,740,000	3,166,198	426,198
1,500	-	1,500	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
44,750	43,531	1,219	2,712,600	3,134,541	(421,941)
-	-	-	-	-	-
-	-	-	-	-	-
-			-		
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
46,250	43,531	2,719	2,712,600	3,134,541	(421,941)
(23,050)	(24,516)	(1,466)	27,400	31,657	4,257
23,050	23,049	(1)	-	-	-
-	-	-	(27,400)	(31,658)	(4,258)
23,050	23,049	(1)	(27,400)	(31,658)	(4,258)
$ -	(1,467)	$ (1,467)	$ -	(1)	$ (1)
	56,286			1	
	$ 54,819			$ -	

	Arts Program		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	-	-
Intergovernmental revenue	-	-	-
Charges for current services	-	-	-
Other revenue	-	-	-
Total revenues	-	-	-
Expenditures			
Current			
General government	24,000	-	24,000
Public safety	-	-	-
Public works	-	-	-
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	-	-	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	24,000	-	24,000
Excess (Deficiency) of Revenues over Expenditures	(24,000)	-	24,000
Other Financing Sources (Uses)			
Transfers in	20,000	20,000	-
Transfers (out)	-	-	-
Total other financing sources (uses)	20,000	20,000	-
Net Change in Fund Balance	$ (4,000)	20,000	$ 24,000
Beginning Fund Balance (Deficit), as restated		4,160	
Ending Fund Balance		$ 24,160	

City of South Lake Tahoe, California
Budgeted Non-Major Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual
Year Ended September 30, 2021

Vacation Home Rental Programs			Ice Arena		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -
1,068,145	357,971	(710,174)	-	-	-
60,500	48,703	(11,797)	-	-	-
10,000	241	(9,759)	36,000	4,051	(31,949)
-	-	-	-	-	-
2,740	1,137	(1,603)	-	-	-
-	-	-	34,200	34,200	-
1,141,385	408,052	(733,333)	70,200	38,251	(31,949)
-	-	-	-	-	-
1,243,674	772,814	470,860	-	-	-
10,000	5,187	4,813	-	-	-
-	-	-	52,980	79,893	(26,913)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	50,593	50,593	-
-	-	-	9,447	9,067	380
-	-	-	-	-	-
1,253,674	778,001	475,673	113,020	139,553	(26,533)
(112,289)	(369,949)	(257,660)	(42,820)	(101,302)	(58,482)
-	-	-	60,000	60,000	-
-	-	-	-	-	-
-	-	-	60,000	60,000	-
$ (112,289)	(369,949)	$ (257,660)	$ 17,180	(41,302)	$ (58,482)
	301,437			(10,998)	
	$ (68,512)			$ (52,300)	

	Cannabis Program		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	1,059	1,059
Intergovernmental revenue	-	-	-
Charges for current services	632,700	1,242,753	610,053
Other revenue	-	-	-
Total revenues	632,700	1,243,812	611,112
Expenditures			
Current			
General government	189,083	208,708	(19,625)
Public safety	200,000	200,000	-
Public works	-	-	-
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	-	-	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	389,083	408,708	(19,625)
Excess (Deficiency) of Revenues over Expenditures	243,617	835,104	630,737
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers (out)	(211,000)	(211,000)	-
Total other financing sources (uses)	(211,000)	(211,000)	-
Net Change in Fund Balance	$ 32,617	624,104	$ 591,487
Beginning Fund Balance (Deficit), as restated		441,271	
Ending Fund Balance		$ 1,065,375	

PEG Program			Local Fiscal Recovery		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ 90,000	$ 81,212	$ (8,788)	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	195	195	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
90,000	81,407	(8,593)	-	-	-
45,000	3,451	41,549	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
45,000	6,731	38,269	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
90,000	10,182	79,818	-	-	-
-	71,225	(88,411)	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
$ -	71,225	$ 71,225	$ -	-	$ -
	89,010			-	
	$ 160,235			$ -	

	Tobacco Law Enforcement Grant		
	Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes and assessments	$ -	$ -	$ -
Licenses, permits and impact fees	-	-	-
Fines and penalties	-	-	-
Use of money and property	-	-	-
Intergovernmental revenue	383,140	137,542	(245,598)
Charges for current services	-	-	-
Other revenue	-	-	-
Total revenues	383,140	137,542	(245,598)
Expenditures			
Current			
General government	-	-	-
Public safety	383,140	137,542	245,598
Public works	-	-	-
Parks and recreation	-	-	-
Streets	-	-	-
Capital outlay	-	-	-
Debt service			
Principal repayment	-	-	-
Interest and fiscal charges	-	-	-
Payment of financial guarantee	-	-	-
Total expenditures	383,140	137,542	245,598
Excess (Deficiency) of Revenues over Expenditures	-	-	-
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers (out)	-	-	-
Total other financing sources (uses)	-	-	-
Net Change in Fund Balance	$ -	-	$ -
Beginning Fund Balance (Deficit), as restated		-	
Ending Fund Balance		$ -	

Bijou Erosion Control Plan CFD			Harrison Avenue CFD		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
$ 15,000	$ 14,009	$ (991)	$ 57,000	$ 46,566	$ (10,434)
-	-	-	-	-	-
-	-	-	-	-	-
-	266	266	250	114	(136)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
15,000	14,275	(725)	57,250	46,680	(10,570)
61,000	6,687	54,313	1,000	760	240
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
61,000	6,687	54,313	1,000	760	240
(46,000)	7,588	53,588	56,250	45,920	(10,810)
-	-	-	-	-	-
-	-	-	-	(25,000)	(25,000)
-	-	-	-	(25,000)	(25,000)
$ (46,000)	7,588	$ 53,588	$ 56,250	20,920	$ (35,330)
	152,349			63,135	
	$ 159,937			$ 84,055	



Transit Fund – Established for assets and the activities associated with the operations and maintenance of the City's public transit activities and has emphasis on serving the elderly and the handicapped.

Parking Management Fund – Established for metered areas, parking enforcement and parking citations. Funding for this program is received from parking meters and citation revenue.

City of South Lake Tahoe, California
Non-Major Enterprise Funds
Combining Statement of Net Position
September 30, 2021

	Transit	Parking Management	Total Nonmajor Enterprise Funds
Assets			
Current Assets			
Cash and investments (Note 3)	$ 533,570	$ 179,852	$ 713,422
Accounts receivable - net	1,008	-	1,008
Total current assets	534,578	179,852	714,430
Non-Current Assets			
Capital assets (Note 6)			
Nondepreciable	1,315,373	-	1,315,373
Depreciable	1,833,497	-	1,833,497
Total noncurrent assets	3,148,870	-	3,148,870
Total assets	3,683,448	179,852	3,863,300
Liabilities			
Current Liabilities			
Accounts payable	-	835	835
Total current liabilities	-	835	835
Net Position			
Net investment in capital assets	3,148,870	-	3,148,870
Unrestricted	534,578	179,017	713,595
Total net position	$ 3,683,448	$ 179,017	$ 3,862,465

City of South Lake Tahoe, California
Non-Major Enterprise Funds
Combining Statement of Revenues, Expenses and Changes in Fund Net Position
Year Ended September 30, 2021

	Transit	Parking Management	Total Nonmajor Enterprise Funds
Operating Revenues			
Charges for current services	$ -	$ 179,322	$ 179,322
Rental and reimbursements	149,000	-	149,000
Total operating revenues	149,000	179,322	328,322
Operating Expenses			
Supplies	4,610	1,662	6,272
Insurance	112,677	-	112,677
General expenses	-	2,474	2,474
Depreciation	193,383	-	193,383
Total operating expenses	310,670	4,136	314,806
Operating income (loss)	(161,670)	175,186	13,516
Nonoperating Revenues (Expenses)			
Interest expense	-	(12,051)	(12,051)
Investment earnings	846	194	1,040
Total nonoperating revenues (expenses)	846	(11,857)	(11,011)
Income (Loss) Before Transfers	(160,824)	163,329	2,505
Transfers out (Note 4A)	-	(29,405)	(29,405)
Change in Net Position	(160,824)	133,924	(26,900)
Beginning Net Position	3,844,272	45,093	3,889,365
Ending Net Position	$ 3,683,448	$ 179,017	$ 3,862,465

City of South Lake Tahoe, California
Non-Major Enterprise Funds
Combining Statement of Cash Flows
Year Ended September 30, 2021

	Transit	Parking Management	Total Nonmajor Enterprise Funds
Operating Activities			
Receipts from customers	$ 149,141	$ 179,322	$ 328,463
Payments to suppliers	(117,287)	(3,436)	(120,723)
Net cash provided by (used for) Operating Activities	31,854	175,886	207,740
Noncapital Financing Activities			
Transfers out	-	(29,405)	(29,405)
Net cash provided by (used for) Noncapital Financing Activities	-	(29,405)	(29,405)
Capital and Related Financing Activities			
Interest paid	-	(12,051)	(12,051)
Net cash provided by (used for) Capital and Related Financing Activities	-	(12,051)	(12,051)
Investing Activities			
Interest received	846	194	1,040
Net cash provided (used for) Investing Activities	846	194	1,040
Net increase (decrease) in cash and investments	32,700	134,624	167,324
Cash and Investments at Beginning of Period	500,870	45,228	546,098
Cash and Investments at End of Period	$ 533,570	$ 179,852	$ 713,422
Reconciliation of Operating Income (Loss) to Net Cash Provided by (used by) Operating Activities:			
Operating income (loss)	$ (161,670)	$ 175,186	$ 13,516
Adjustments to reconcile operating income (loss) to cash flows from operating activities:			
Depreciation	193,383	-	193,383
Change in assets and liabilities:			
Receivables, net	141	-	141
Accounts payable and other accrued expenses	-	700	700
Net Cash Provided by (used for) Operating Activities	$ 31,854	$ 175,886	$ 207,740

The funds described below include the internal service funds that provide services to the other City funds and departments on a cost reimbursement basis.

Health, Vision and Dental Insurance Fund – To account for and fund the City's Insurance for Employee Health Insurance.

Worker's Compensation Self Insurance Fund – To account for and fund the City's Self-Insurance Worker's Compensation Program.

City of South Lake Tahoe, California
Internal Service Funds
Combining Statement of Net Position
September 30, 2021

	Health, Vision and Dental Insurance	Workers' Compensation Self Insurance	Total
Assets			
Current Assets			
Cash and investments	$ 436,399	$ 5,312,125	$ 5,748,524
Restricted cash and investments	-	2,969	2,969
Accounts receivable - net	42,070	608	42,678
Total current assets	478,469	5,315,702	5,794,171
Non-Current Assets			
Advances to RDA Successor Agency	-	332,742	332,742
Total assets	478,469	5,648,444	6,126,913
Liabilities			
Current Liabilities			
Accounts payable	8,683	-	8,683
Accrued expenses	273	-	273
Uninsured losses payable	-	1,314,097	1,314,097
Total current liabilities	8,956	1,314,097	1,323,053
Long-Term Liabilities			
Uninsured losses payable	-	4,477,903	4,477,903
Total long-term liabilities	-	4,477,903	4,477,903
Total liabilities	8,956	5,792,000	5,800,956
Net Position			
Unrestricted	469,513	(143,556)	325,957
Total net position (deficit)	$ 469,513	$ (143,556)	$ 325,957

City of South Lake Tahoe, California

Internal Service Funds

Combining Statement of Revenues, Expenses and Changes in Fund Net Position

Year Ended September 30, 2021

	Health, Vision and Dental Insurance	Workers' Compensation Self Insurance	Total
Operating Revenues			
Charges for services	$ 3,112,095	$ 1,761,485	$ 4,873,580
Rental and reimbursements	136,776	-	136,776
Other revenue	50,544	-	50,544
Total Operating Revenues	3,299,415	1,761,485	5,060,900
Operating Expenses			
Contracted services	55,454	119,695	175,149
Claims	3,251,278	1,417,105	4,668,383
General expenses	4,183	6,398	10,581
Total Operating Expenses	3,310,915	1,543,198	4,854,113
Operating Income/(Loss)	(11,500)	218,287	206,787
Nonoperating Revenues (Expenses)			
Investment earnings	786	8,439	9,225
Total Non-Operating Revenues	786	8,439	9,225
Income Before Transfers	(10,714)	226,726	216,012
Transfers in	30,000	-	30,000
Transfers (out)	-	(30,000)	(30,000)
Change in Net Position	19,286	196,726	216,012
Beginning Net Position (Deficit)	450,227	(340,282)	109,945
Ending Net Position	$ 469,513	$ (143,556)	$ 325,957

City of South Lake Tahoe, California
Internal Service Funds
Combining Statement of Cash Flows
Year Ended September 30, 2021

	Health, Vision and Dental Insurance	Workers' Compensation Self Insurance	Total
Operating Activities			
Receipts from customers	$ 3,257,968	$ 1,764,913	$ 5,022,881
Payments to suppliers	(67,008)	(126,093)	(193,101)
Claims paid	(3,251,278)	(1,057,105)	(4,308,383)
Net Cash Provided by (used for) Operating Activities	(60,318)	581,715	521,397
Noncapital Financing Activities			
Transfers in	30,000	-	30,000
Transfers out	-	(30,000)	(30,000)
Net Cash Provided by (used for) Noncapital Financing Activities	30,000	(30,000)	-
Investing Activities			
Investment earnings	786	8,439	9,225
Net Cash Provided by (used for) Investing Activities	786	8,439	9,225
Net Increase (Decrease) in Cash and Investments	(29,532)	560,154	530,622
Cash and Investments at Beginning of Period	465,931	4,754,940	5,220,871
Cash and Investments at End of Period	$ 436,399	$ 5,315,094	$ 5,751,493
Reconciliation of Operating Income (Loss) to Net Cash Flows from Operating Activities:			
Operating income (loss)	$ (11,500)	$ 218,287	$ 206,787
Change in assets and liabilities:			
Accounts receivable	(41,447)	3,428	(38,019)
Accounts and other payables	(7,371)	360,000	352,629
Net Cash Provided by (used for) Operating Activities	$ (60,318)	$ 581,715	$ 521,397

The funds described below include the custodial funds that hold resources in trust for other agencies.

Special Assessment District – To account for the fees charged and disbursed on behalf of the Special Assessment Districts.

Other Custodial Funds – To account for miscellaneous custodial funds held by the City.

Tahoe Basin Solid Waste Management Authority – To account for resources and the collection and disbursement of fees on behalf of the Tahoe Basin Solid Waste Management Authority.

Park Avenue CFD – To account for the resources and the collection of resources for the Park Avenue Community Facilities District.

Retiree Opt-Out Fund – To account for funds held for retirees who opted out of the City's post-retirement health plan.

City of South Lake Tahoe, California
Custodial Funds
Combining Statement of Fiduciary Net Position
September 30, 2021

	Special Assessment District	Other Custodial Funds	Tahoe Basin Solid Waste Management
Assets			
Cash and investments (Note 3)	$ 4,572	$ 4,333	$ 1,221,996
Restricted cash and investments (Note 3)	-	-	-
Accounts receivable	-	-	200,723
Total Assets	4,572	4,333	1,422,719
Liabilities			
Accounts payable	-	-	30,988
Deposits and other accruals	4,572	4,333	-
Total liabilities	4,572	4,333	30,988
Net Position			
Restricted for individuals, organizations, and other governments	$ -	$ -	$ 1,391,731

City of South Lake Tahoe, California
Custodial Funds
Combining Statement of Fiduciary Net Position
September 30, 2021

Park Avenue CFD	Retiree Opt Out	Total Custodial Funds
$ 790,481	$ -	$ 2,021,382
985,996	57,645	1,043,641
-	-	200,723
1,776,477	57,645	3,265,746
-	-	30,988
-	-	8,905
-	-	39,893
$ 1,776,477	$ 57,645	$ 3,225,853

City of South Lake Tahoe, California
Custodial Funds
Combining Statement of Changes in Fiduciary Net Position
Year Ended September 30, 2021

	Special Assessment District	Other Custodial Funds	Tahoe Basin Solid Waste Management
Additions			
Taxes and assessments	$ -	$ -	$ -
Interest income	-	-	1,998
Total additions	-	-	1,998
Deductions			
Program and administrative expenses	-	-	91,886
Debt service principal	-	-	-
Distributions to other governments	-	-	-
Interest and fiscal charges	-	-	-
Total deductions	-	-	91,886
Net Change in Fiduciary Net Position	-	-	(89,888)
Net Position			
Beginning of Year, as restated	-	-	1,481,619
End of Year	$ -	$ -	$ 1,391,731

Park Avenue CFD	Retiree Opt Out	Total Custodial Funds
$ 916,374	$ -	$ 916,374
2,023	(381)	3,640
918,397	(381)	920,014
77,759	-	169,645
335,000	-	335,000
330,000	-	330,000
174,909	1,085	175,994
917,668	1,085	1,010,639
729	(1,466)	(90,625)
1,775,748	59,111	3,316,478
$ 1,776,477	$ 57,645	$ 3,225,853



This part of the City's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health. In contrast to the financial section, the statistical section information is not subject to independent audit.

Financial Trends
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time:

1. Net Position by Component
2. Changes in Net Position
3. Fund Balances of Governmental Funds
4. Changes in Fund Balance of Governmental Funds

Revenue Capacity
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax:

1. Assessed and Estimated Actual Value of Taxable Property
2. Property Tax Rates, All Overlapping Governments
3. Principal Secured Property Tax Payers
4. Principal Transient Occupancy Tax (TOT) Payers
5. Property Tax Levies and Collections

Debt Capacity
These schedules present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt in the future:

1. Ratio of Outstanding Debt by Type
2. Computation of Direct and Overlapping Debt
3. Computation of Legal Bonded Debt Margin
4. Bonded Debt Pledged-Revenue Coverage

Demographic and Economic Information
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place:

1. Demographic and Economic Statistics
2. Principal Employers

Operating Information
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs:

1. Full-Time Equivalent City Government Employees by Function
2. Operating Indicators by Function/Program
3. Capital Asset Statistics by Function/Program

Sources
Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Report for the relevant year.



CITY OF SOUTH LAKE TAHOE
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2012	2013	2014[1]	2015	2016	2017	2018	2019	2020	2021
Governmental Activities										
Net investment in capital assets	$ 56,492,790	$ 59,775,652	$ 65,950,451	$ 55,674,932	$ 73,215,544	$ 63,642,741	$ 71,516,175	$ 68,835,594	$ 75,300,912	$ 76,620,561
Restricted	14,486,329	14,599,253	10,121,566	10,152,122	5,056,903	6,017,117	7,008,898	18,076,408	19,697,506	21,182,527
Unrestricted	23,370,604	17,760,649	(21,747,878)	(38,706,525)	(42,322,072)	(13,679,138)	(22,863,284)	(3,053,675)	(5,535,604)	6,363,760
Total Governmental Activities Net Position	$ 94,349,723	$ 92,135,554	$ 54,324,139	$ 27,120,529	$ 35,950,375	$ 55,980,720	$ 55,661,789	$ 83,858,327	$ 89,462,814	$ 104,166,848
Business-type Activities										
Net investment in capital assets	$ 20,883,400	$ 20,053,484	$ 19,516,402	$ 18,365,672	$ 18,656,424	$ 17,893,924	$ 19,382,974	$ 18,655,126	$ 17,655,894	$ 20,513,769
Restricted	962,956	898,916	1,236,937	1,627,201	2,848,793	2,745,807	2,918,247	2,746,816	2,948,781	2,865,117
Unrestricted	307,534	101,638	(684,544)	25,493	(427,911)	693,913	2,115,789	3,830,797	4,356,972	5,157,992
Total Business-type Activities Net Position	$ 22,153,890	$ 21,054,038	$ 20,068,795	$ 20,018,366	$ 21,077,306	$ 21,333,644	$ 24,417,010	$ 25,232,739	$ 24,961,647	$ 28,536,878
Primary Government										
Net investment in capital assets	$ 77,376,190	$ 79,829,136	$ 85,466,853	$ 74,040,604	$ 91,871,968	$ 81,536,665	$ 90,899,149	$ 87,490,720	$ 92,956,806	$ 97,134,330
Restricted	15,449,285	15,498,169	11,358,503	11,779,323	7,905,696	8,762,924	9,927,145	20,823,224	22,646,287	24,047,644
Unrestricted	23,678,138	17,862,287	(22,432,422)	(38,681,032)	(42,749,983)	(12,985,225)	(20,747,495)	777,122	(1,178,632)	11,521,752
Total Primary Government Net Position	$ 116,503,613	$ 113,189,592	$ 74,392,934	$ 47,138,895	$ 57,027,681	$ 77,314,364	$ 80,078,799	$ 109,091,066	$ 114,424,461	$ 132,703,726

Source: Annual Basic Financial Statements, Statement of Net Position

Notes: [1] Amounts reported for fiscal year 2014 have been restated to conform with current year presentation. Information regarding this restatement can be found in Note 18 to the basic financial statements for 2015.

CITY OF SOUTH LAKE TAHOE
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

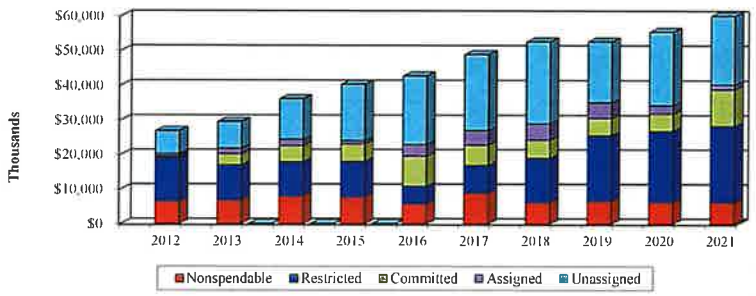
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Expenses										
Governmental Activities:										
General Government	$ 7,982,091	$ 10,950,323	$ 6,744,297	$ 40,433,147	$ 7,339,770	$ (3,906,248)	$ 14,791,205	$ 9,581,797	$ 10,862,346	$ 16,178,272
Public Safety	18,471,859	17,415,969	15,325,025	17,448,023	20,429,955	17,709,027	19,038,272	21,397,853	21,786,017	19,117,131
Public Works	4,506,477	5,289,286	6,526,262	8,303,520	9,872,607	9,702,934	10,590,121	11,757,610	12,287,753	8,175,125
Parks and Recreation	5,432,663	5,735,892	5,624,964	5,787,817	5,645,921	6,849,951	6,601,298	6,601,600	5,596,795	4,329,864
Streets	3,895,781	3,262,061	3,373,346	3,527,275	3,899,325	4,857,414	6,147,282	5,577,586	5,313,202	3,280,145
Interest on long term debt	4,031,469	1,511,379	1,172,645	1,466,551	1,623,748	877,906	1,010,094	929,798	820,212	743,184
Total Governmental Activities Expenses	44,320,340	44,164,910	38,766,539	76,966,333	48,811,326	36,090,984	58,178,272	55,846,244	56,666,325	51,823,721
Business-Type Activities:										
Transit	314,281	519,184	377,111	374,960	384,738	384,019	461,294	301,433	310,343	310,670
Airport	1,574,321	1,895,208	2,213,505	2,212,209	1,693,630	2,305,141	2,229,118	2,388,758	2,380,645	2,163,804
Parking Garage	1,076,015	1,252,595	1,233,912	743,757	753,667	869,357	803,906	922,017	872,771	902,351
Parking Management	136,006	448,103	283,587	241,190	20,298	26,429	31,181	26,378	6,924	16,187
Total Business-Type Activities Expenses	3,100,623	4,115,090	4,108,115	3,572,116	2,852,333	3,584,946	3,525,499	3,638,586	3,570,683	3,393,012
Total Primary Government Expenses	$ 47,420,963	$ 48,280,000	$ 42,874,654	$ 80,538,449	$ 51,663,659	$ 39,675,930	$ 61,703,771	$ 59,484,830	$ 60,237,008	$ 55,216,733
Program Revenues										
Governmental Activities:										
Charges for Services:										
General Government	$ 2,037,021	$ 1,574,943	$ 1,956,305	$ 1,622,100	$ 5,302,704	$ 2,090,949	$ 1,642,226	$ 2,422,840	$ 1,774,952	$ 2,246,194
Public Safety	384,590	1,191,214	1,494,817	1,425,944	1,859,145	2,012,465	2,026,698	2,418,471	2,866,260	2,871,525
Public Works	55,754	904,070	1,620,597	3,070,737	2,466,385	2,424,102	2,586,445	2,343,727	2,975,426	2,650,282
Parks and Recreation	1,082,697	955,921	966,841	1,004,805	972,840	1,229,203	1,161,633	877,332	297,122	94,068
Streets	65,441	66,477	70,128	69,127	71,769	116,523	118,734	126,600	1,181,222	128,313
Operating Grants and Contributions	2,400,067	5,135,389	2,500,485	2,552,430	2,392,843	1,940,341	2,601,991	2,085,337	3,247,288	3,086,867
Capital Grants and Contributions	12,179,227	9,991,080	10,260,322	5,007,671	4,243,208	2,516,762	1,062,149	4,103,928	5,279,169	1,493,475
Total Governmental Activities Program Revenues	18,204,797	19,819,094	18,869,495	14,752,814	17,308,894	12,330,345	11,199,876	14,378,235	17,621,439	12,570,724
Business Type Activities:										
Charges for Services:										
Transit	54,526	110,879	120,072	122,157	125,269	108,210	134,055	135,533	142,610	149,000
Airport	671,348	686,477	705,562	706,378	746,792	916,741	858,313	934,514	876,206	965,976
Parking Garage	733,105	800,606	963,244	1,007,811	1,155,608	1,385,939	1,531,511	1,552,535	985,626	1,024,565
Parking Management	292,804	467,617	436,551	238,986	187,475	100,712	107,720	97,904	73,589	179,322
Operating Grants and Contributions	3,190	2,308	-	-	-	-	-	-	-	-
Capital Grants and Contributions	444,633	222,417	1,273,288	711,597	1,349,072	451,244	1,956,411	649,166	402,505	4,323,173
Total Business-Type Activities Program Revenues	2,199,606	2,290,304	3,498,717	2,786,929	3,564,216	2,962,846	4,588,010	3,369,652	2,480,536	6,642,036
Total Primary Government Program Revenues	$ 20,404,403	$ 22,109,398	$ 22,368,212	$ 17,539,743	$ 20,873,110	$ 15,293,191	$ 15,787,886	$ 17,747,887	$ 20,101,975	$ 19,212,760

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Net (Expense)/Revenue										
Governmental Activities	$ (26,115,543)	$ (24,345,816)	$ (19,897,044)	$ (62,213,519)	$ (31,502,432)	$ (23,760,639)	$ (46,978,396)	$ (41,468,009)	$ (39,044,886)	$ (39,252,997)
Business-Type Activities	(901,017)	(1,824,786)	(609,398)	(785,187)	711,883	(622,100)	1,062,511	(268,934)	(1,090,147)	3,249,024
Total Primary Government Net (Expense)/Revenue	$ (27,016,560)	$ (26,170,602)	$ (20,506,442)	$ (62,998,706)	$ (30,790,549)	$ (24,382,739)	$ (45,915,885)	$ (41,736,943)	$ (40,135,033)	$ (36,003,973)
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Taxes:										
Property taxes	$ 6,005,873	$ 6,340,982	$ 6,500,731	$ 6,826,592	$ 7,213,873	$ 7,625,064	$ 8,122,952	$ 8,452,643	$ 9,019,367	$ 9,714,974
Incremental property taxes	2,648,900	-	-	-	-	-	-	-	-	-
Sales taxes	6,261,989	6,660,893	7,225,536	7,531,605	8,464,611	8,665,212	9,587,216	9,390,835	9,169,121	15,012,487
Transient occupancy taxes	8,824,694	10,297,542	11,034,753	12,708,233	15,686,640	19,279,754	20,902,441	21,681,476	17,286,076	20,353,784
Franchise taxes	1,340,024	1,303,092	1,396,436	1,454,138	1,517,188	1,513,064	1,604,594	1,611,646	1,679,459	1,708,253
Other taxes	5,618,648	4,058,714	4,104,352	4,346,271	4,785,295	5,049,887	5,315,182	5,758,862	5,123,365	6,276,684
Motor vehicle in lieu	12,348	10,219	9,871	-	-	-	-	-	-	-
Use of money and property	251,926	596,344	684,459	802,643	744,279	967,716	1,359,923	1,366,103	767,036	239,104
Miscellaneous	811,687	2,687,567	1,464,650	1,740,387	1,925,021	1,211,204	1,368,923	2,220,194	1,108,432	1,569,747
Transfers	(527,457)	(449,562)	(378,011)	(399,960)	(4,629)	(520,917)	(1,601,766)	(577,167)	(391,082)	(316,710)
Extraordinary item										
Assets transferred to/liabilities assumed by Successor Agency	50,183,375	-	-	-	-	-	-	-	-	-
Special items										
Advances due from the RDA Sucessor Agency	-	-	5,289,178	-	-	-	-	-	-	-
Transfer of Government Use capital assets	-	-	9,157,753	-	-	-	-	-	-	-
Adjustment to nonexchange financial guarantee	-	-	-	-	-	-	-	19,759,955	887,599	(816,776)
Total Governmental Activities	81,432,007	31,505,791	46,489,708	35,009,909	40,332,278	43,790,984	46,659,465	69,664,547	44,649,373	53,741,547
Business-type activities										
Use of money and property	5,402	4,195	1,421	4,798	12,428	27,521	89,089	177,496	97,973	9,497
Miscellaneous	330,000	271,177	345,146	330,000	330,000	330,000	330,000	330,000	330,000	-
Transfers	527,457	449,562	378,011	399,960	4,629	520,917	1,601,766	577,167	391,082	316,710
Total Business-Type Activies	862,859	724,934	724,578	734,758	347,057	878,438	2,020,855	1,084,663	819,055	326,207
Total Primary Government	82,294,866	32,230,725	47,214,286	35,744,667	40,679,335	44,669,422	48,680,320	70,749,210	45,468,428	54,067,754
Change in Net Position										
Governmental Activities	55,316,464	7,159,975	26,592,664	(27,203,610)	8,829,846	20,030,345	(318,931)	28,196,538	5,604,487	14,488,550
Business-Type Activities	(38,158)	(1,099,852)	115,180	(50,429)	1,058,940	256,338	3,083,366	815,729	(271,092)	3,575,231
Total Primary Government Change in Net Position	$ 55,278,306	$ 6,060,123	$ 26,707,844	$ (27,254,039)	$ 9,888,786	$ 20,286,683	$ 2,764,435	$ 29,012,267	$ 5,333,395	$ 18,063,781

Source: Annual Financial Statements, Statement of Activities

CITY OF SOUTH LAKE TAHOE

Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)



	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	
General Fund											
Nonspendable	$4,138,642	$4,653,407	$5,867,295	$5,815,898	$5,790,355	$9,015,263	$5,999,471	$5,971,043	$6,230,880	$6,216,835	
Restricted	750,000	750,000	750,000	750,000	-	-	750,000	750,000	750,000	750,000	
Committed	-	-	-	-	-	-	-	-	-	-	
Assigned	712,247	349,473	129,569	476,210	305,689	199,173	448,767	607,125	350,876	788,610	
Unassigned	10,610,969	11,789,976	11,828,556	16,310,793	20,018,169	21,921,994	23,610,256	17,493,113	21,091,779	24,880,959	
Total General Fund	$16,211,858	$17,542,856	$18,575,420	$23,352,901	$26,114,213	$31,136,430	$30,808,494	$24,821,281	$28,423,535	$32,636,404	(a)
All Other Governmental Funds											
Nonspendable											
Special Revenue Funds	$1,184,220	$279,531	$317,809	$1,317,222	$ -	$ -	$135,075	$507,552	$ -	$ -	
Capital Projects Funds	1,240,012	2,014,777	1,880,588	694,547	-	-	-	100,000	-	-	
Debt Service Funds	-	-	-	-	-	-	96,232	96,778	96,204	96,531	
Restricted											
Special Revenue Funds	3,219,180	3,488,441	4,090,197	4,378,335	3,789,660	5,372,372	8,615,403	13,949,345	3,400,747	4,893,052	
Housing & Economic Development Funds	-	-	-	-	-	-	-	-	-	-	
City Housing & Econ. Develop. Funds	867,610	778,641	774,221	902,838	871,640	948,421	2,167,337	2,380,356	2,599,310	1,603,282	
Redevelopment Debt Service Fund	-	-	-	-	-	-	-	-	-	-	
City Debt Service Fund	7,716,706	4,941,741	4,183,484	4,120,949	359,425	1,553,995	1,222,716	1,746,707	1,786,963	1,259,080	
Measure P Recreation	-	-	-	-	-	-	-	-	11,910,486	13,427,113	
Committed											
Special Revenue Funds	-	-	-	-	-	-	361,104	-	-	2,440,176	
Capital Projects Funds	415,274	3,295,976	4,675,558	5,096,856	8,733,639	5,862,733	4,909,487	5,062,834	5,154,010	8,131,858	
Assigned											
Special Revenue Funds	-	1,226,098	1,712,707	468,361	2,267,529	2,853,249	3,679,944	3,848,840	1,986,804	567,633	
Capital Projects Funds	-	-	-	-	547,428	547,428	535,876	46,265	23,813	23,813	
City Housing & Econ. Develop. Funds	-	-	-	-	226,114	623,922	-	-	-	-	
Unassigned											
Special Revenue Funds	(4,257)	(23,131)	(14,982)	(66,066)	(211,182)	(11,354)	-	(10,061)	(13,834)	(123,648)	
Capital Projects Funds	(4,002,251)	(4,028,017)	(81,942)	-	-	-	-	-	-	-	
Total All Other Governmental Funds	$ 10,636,494	$11,974,057	$17,537,640	$16,913,042	$16,584,253	$17,750,766	$21,723,174	$27,728,616	$ 26,944,503	$ 32,318,890	(a)

Source: Annual Financial Statements, Balance Sheet

Notes: (a) The change in total fund balance for the General Fund and Other Governmental Funds is explained in Management's Discussion and Analysis.

CITY OF SOUTH LAKE TAHOE
Changes in Fund Balance of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

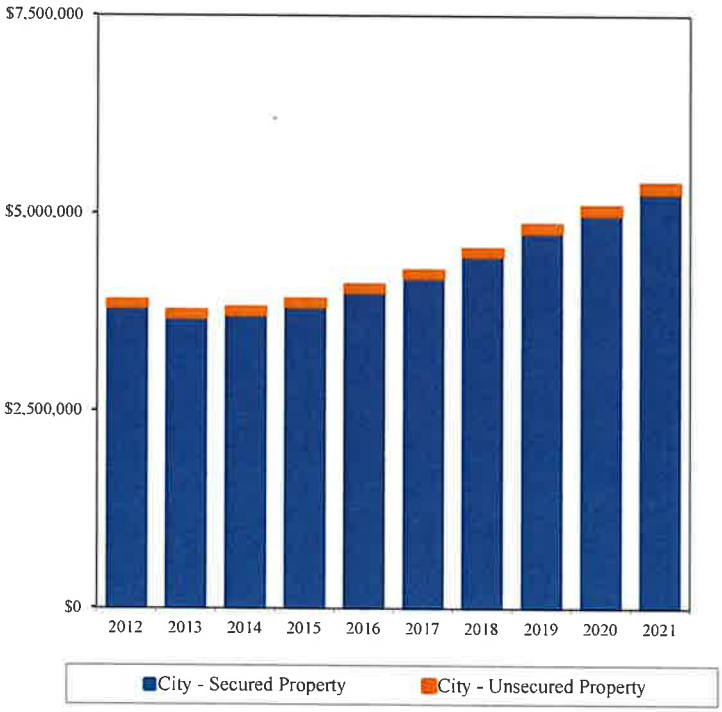
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Revenues										
Taxes and assessments	$ 25,734,905	$ 25,082,970	$ 26,657,726	$ 29,020,567	$ 33,364,866	$ 37,563,952	$ 40,700,365	$ 41,611,890	$ 37,646,232	$ 47,267,315
Licenses, permits and impact fees	1,408,270	1,637,462	1,688,855	1,854,802	2,218,216	2,550,430	2,610,142	2,853,184	2,649,387	2,121,188
Fines and penalties	220,874	180,281	227,584	137,227	127,647	42,803	202,669	156,240	159,720	156,963
Use of money and property	357,657	404,113	454,098	530,480	388,936	437,278	714,214	1,169,495	701,836	149,804
Intergovernmental revenue	15,033,903	16,811,291	14,473,970	9,332,071	8,454,370	6,485,535	5,982,506	8,780,653	11,427,777	7,751,230
Charges for current services	5,051,213	5,893,069	6,292,435	7,466,703	7,841,829	8,007,508	8,112,421	7,606,177	8,436,781	8,592,703
Other revenue	1,755,759	1,550,338	1,202,620	1,596,005	1,602,273	747,224	1,182,110	2,114,782	944,357	1,055,256
Loss on investment in land held for resale	-	-	-	-	-	-	(2,157,647)	-	-	-
Total Revenue	49,562,581	51,559,524	50,997,288	49,937,855	53,998,137	55,834,730	57,346,780	64,292,421	61,966,090	67,094,459
Expenditures										
Current:										
General government	7,565,370	9,402,890	6,093,653	5,660,979	6,347,972	7,043,991	11,195,465	9,366,002	9,840,016	10,236,293
Public safety	15,123,953	14,194,122	14,317,848	25,663,718	15,611,769	15,348,170	17,047,112	19,943,229	19,661,692	21,581,140
Public works	2,409,224	3,972,248	4,417,842	5,179,667	6,383,562	6,378,603	6,545,420	7,365,389	7,132,453	6,749,793
Parks and recreation	4,605,557	4,483,569	4,489,461	4,567,629	4,407,557	5,103,457	4,843,053	4,965,477	3,877,886	4,761,748
Streets	2,516,402	2,195,186	1,945,606	2,018,563	2,401,550	3,147,256	2,604,335	3,513,155	3,110,329	2,713,902
Capital outlay	11,563,673	9,506,212	17,175,575	7,463,555	6,920,358	8,956,654	4,110,904	12,459,765	11,477,766	9,740,091
Debt service:										
Principal repayment	3,121,026	1,368,062	1,806,804	2,073,744	2,273,516	1,474,189	2,960,372	4,186,202	2,956,022	3,065,059
Interest and fiscal charges	4,031,469	1,511,379	1,172,645	1,466,551	1,304,060	986,714	1,118,900	1,038,603	929,022	851,992
Debt issuance costs	-	-	102,256	178,427	358,400	-	-	-	-	-
Payment of financial guarantee	-	-	831,398	2,541,000	2,219,856	1,754,190	1,197,816	793,413	316,681	406,000
Total Expenditures	50,936,674	46,633,668	52,353,088	56,813,833	48,228,600	50,193,224	51,623,377	63,631,235	59,301,867	60,106,018
Excess (deficiency) of revenues over (under) expenditures	(1,374,093)	4,925,856	(1,355,800)	(6,875,978)	5,769,537	5,641,506	5,723,403	661,186	2,664,223	6,988,441
Other Financing Sources (Uses)										
Sale of property	24,974	8,354	3,065	17,076	281,055	359,907	-	50,645	-	41
Capital lease	-	-	-	-	232,104	1,742,640	-	-	-	-
Payment to refunded debt escrow agent	-	-	-	-	(14,358,387)	-	-	-	-	-
Issuance of long term debt	5,765,000	-	4,480,072	12,610,051	10,055,000	-	-	-	-	2,700,000
Bond issuance premium/(discount)	-	-	-	(218,182)	1,342,514	-	-	-	-	-
Transfers in	11,414,438	7,002,829	10,171,322	7,848,818	12,800,628	8,913,659	8,659,055	18,211,441	11,551,478	14,043,287
Transfers out	(13,525,878)	(9,268,478)	(11,954,190)	(9,228,902)	(13,689,928)	(10,468,982)	(10,737,986)	(18,905,043)	(11,397,560)	(14,359,997)
Total Other Financing Sources (Uses)	3,678,534	(2,257,295)	2,700,269	11,028,861	(3,337,014)	547,224	(2,078,931)	(642,957)	153,918	2,383,331
Net Change in Fund Balances Before Extraordinary and Special Items	2,304,441	2,668,561	1,344,469	4,152,883	2,432,523	6,188,730	3,644,472	18,229	2,818,141	9,371,772
Extraordinary Items										
Assets transferred to Housing Successor	564	-	-	-	-	-	-	-	-	-
Assets transferred to/liabilities assumed by Successor Agency	(12,488,595)	-	-	-	-	-	-	-	-	-
Special Items										
RDA Asset Transfer Review	-	-	(37,500)	-	-	-	-	-	-	-
Advances due from the RDA Successor Agency	-	-	5,289,178	-	-	-	-	-	-	-
Net Change in Fund Balance	$ (10,183,590)	$ 2,668,561	$ 6,596,147	$ 4,152,883	$ 2,432,523	$ 6,188,730	$ 3,644,472	$ 18,229	$ 2,818,141	$ 9,371,772
Debt Service as a percentage of non-capital expenditures	18.3%	7.9%	8.3%	7.1%	8.5%	5.8%	8.3%	10.0%	7.8%	7.4%

Source: Annual Basic Financial Statements, Governmental Funds, Statement of Revenues, Expenditures and Changes in Fund Balances

Note: Governmental Funds exclude Enterprise funds (Transit, Airport, Parking Garage, and Parking Management) that are classified as Proprietary Funds.

CITY OF SOUTH LAKE TAHOE

Assessed Value and Estimated Actual[3] Value of Taxable Property
Last Ten Fiscal Years
(in thousands of dollars)



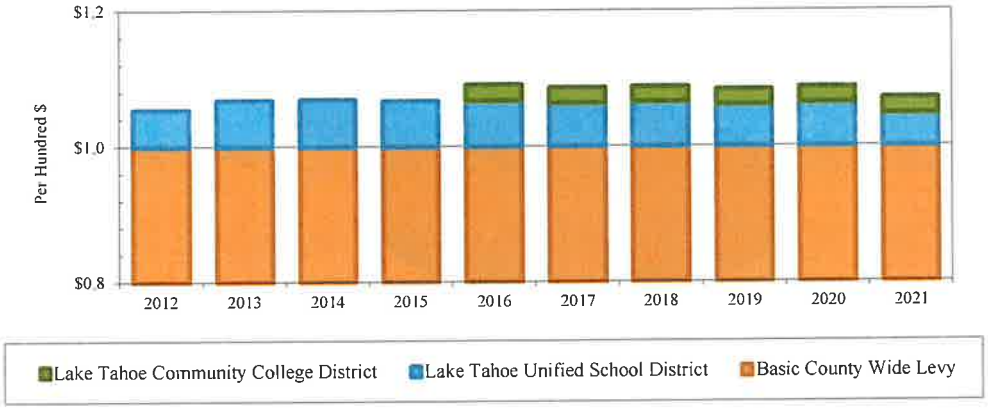
Fiscal Year	Assessed Value		Total Assessed Value	Less: Tax-Exempt Property	Taxable Assessed Value	Total Direct Tax Rate (2)
	Secured Property	Unsecured Property				
2012	3,814,276	88,802	3,903,078	15,687	3,887,391	1.0542
2013	3,686,470	88,299	3,774,769	15,501	3,759,268	1.0684
2014	3,719,613	94,426	3,814,040	15,186	3,798,854	1.0690
2015	3,826,850	93,750	3,920,601	15,110	3,905,491	1.0667
2016	4,012,841	90,397	4,103,238	15,045	4,088,193	1.0907
2017	4,195,442	91,432	4,286,874	15,188	4,271,686	1.0860
2018	4,466,533	94,196	4,560,729	15,377	4,545,352	1.0871
2019	4,768,126	105,870	4,873,997	15,700	4,858,297	1.0830
2020	4,993,100	108,080	5,101,180	15,778	5,085,402	1.0863
2021	5,270,055	115,990	5,386,044	15,888	5,370,157	1.0703

Source: El Dorado County Auditor Controller Office

Notes:
1. The State Constitution requires property to be assessed at one hundred percent of the most recent purchase price, plus an increment of no more than two percent annually, plus any local over-rides. These values are considered to be full market values.
2. California cities do not set their own direct tax rate. The state constitution establishes the rate at 1% and allocates a portion of that amount, by an annual calculation, to all the taxing entities within a tax rate area.
3. The City does not have a reasonable basis for estimating actual values of taxable property within city limits, thus Estimated Actual Value information is not provided on this schedule.

CITY OF SOUTH LAKE TAHOE

Property Tax Rates
All Overlapping Governments
Last Ten Fiscal Years
(rate per $100 of assessed value)



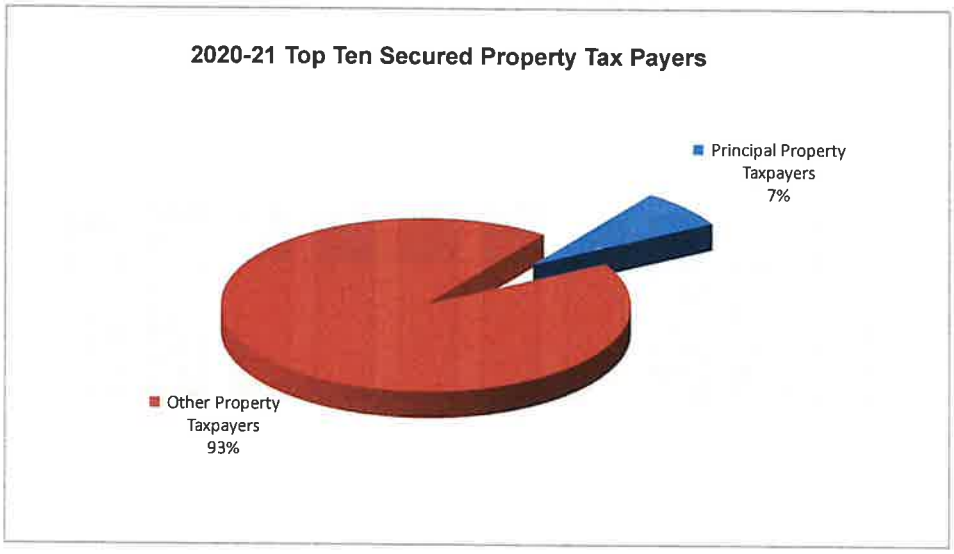
Fiscal Year	Basic County Wide Levy	Lake Tahoe Unified School District	Lake Tahoe Community College District	Total Direct Rate
2012	1.0000	0.0542	-	1.0542
2013	1.0000	0.0684	-	1.0684
2014	1.0000	0.0690	-	1.0690
2015	1.0000	0.0667	-	1.0667
2016	1.0000	0.0667	0.0240	1.0907
2017	1.0000	0.0634	0.0226	1.0860
2018	1.0000	0.0653	0.0218	1.0871
2019	1.0000	0.0609	0.0221	1.0830
2020	1.0000	0.0639	0.0224	1.0863
2021	1.0000	0.0473	0.0230	1.0703

Source: El Dorado County Auditor's Office

Note: California cities do not set their own direct tax rate. The state constitution establishes the rate at 1% and allocates a portion of that amount, by an annual calculation, to all the taxing entities within a tax rate area.

CITY OF SOUTH LAKE TAHOE

Principal Secured Property Tax Payers
Current Year and Nine Years Ago



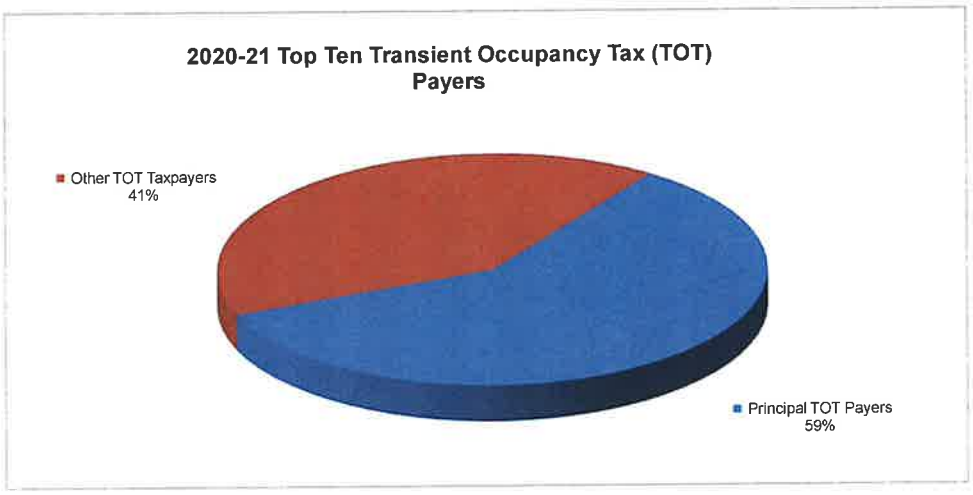
Tax Payer	Land Use	2020-21 Taxable Assessed Value	Rank	2020-21 % of Total Secured Assessed Value[1]	2011-12 Taxable Assessed Value	Rank	2011-12 % of Total Secured Assessed Value[2]
First American Trust FSB	Resort / Timeshare	$ 72,939,185	1	1.38%	$ 68,340,433	1	1.79%
Roppongi-Tahoe LP	Hotel	58,466,612	2	1.11%	49,903,383	2	1.31%
Tahoe Chateau Land Holding LLC	Residential Development	42,798,738	3	0.81%			
Diamondrock Tahoe Owner LLC	Hotel	42,478,920	4	0.81%			
TSI Investments	Commercial	37,012,239	5	0.70%	18,444,990	8	0.48%
LCOF Lake Tahoe Invest LLC	Hotel	27,953,199	6	0.53%			0.00%
Tahoe Crescent LLC	Commercial	26,682,667	7	0.51%	23,161,472	6	0.61%
Mercury TIC LLC	Commercial	26,116,000	8	0.50%			0.00%
Heavenly Valley LP	Ski Resort	25,313,726	9	0.48%	44,927,631	3	1.18%
Marriot Ownership Resorts	Resort / Timeshare	21,994,437	10	0.42%	24,241,586	5	0.63%
Lake Tahoe Development Co, LLC	Hotel / Motel				43,896,268	4	1.15%
City National Bank	Commercial				20,108,602	7	0.53%
South Tahoe Refuse Co.	Industrial				17,488,923	9	0.46%
Seven Springs LP	Commercial				15,627,928	10	0.41%
Total		$ 381,755,723		7.24%	$ 326,141,216		8.55%

Source: California Municipal Statistics, Inc.

Notes: 1. 2020-21 Local Secured Assessed Valuation : $5,270,054,725.
2. 2011-12 Local Secured Assessed Valuation : $3,814,275,732.

CITY OF SOUTH LAKE TAHOE

Principal Transient Occupancy Tax (TOT) Payers
Current Year and Six Years Ago



			2020-21			2014-15		
TOT Payer	**Type**	**Effective TOT Rate[1]**	**Taxable Rents**	**Rank**	**% of Total Taxable Rents[2]**	**Taxable Rents**	**Rank**	**% of Total Taxable Rents[3]**
Lake Tahoe Resort Hotel	Hotel	12%	$ 10,711,484	1	9.79%	$ 11,466,222	1	14.79%
Marriott's Timber Lodge	Hotel	12%	9,479,432	2	8.66%	8,726,409	2	11.26%
Marriott's Grand Residence Club	Hotel	12%	8,369,420	3	7.65%	6,822,817	3	8.80%
Beach Retreat & Lodge at Tahoe	Hotel	10%	8,216,519	4	7.51%	5,098,438	4	6.58%
The Landing Resort and Spa	Hotel	10%	7,447,345	5	6.81%	4,360,611	5	5.63%
Diamond Resorts Management, Inc.	Agent	12%	4,673,745	6	4.27%	3,269,015	7	4.22%
Hotel Azure	Hotel	10%	4,658,361	7	4.26%	2,066,177	10	2.67%
Forest Suites Resort	Hotel	10%	4,314,016	8	3.94%	3,175,876	6	4.10%
Hotel Becket	Hotel	10%	3,732,347	9	3.41%			
Holiday Inn Express - South Lake Tahoe	Hotel	10%	3,185,977	10	2.91%	2,475,301	8	3.19%
Station House Inn (fmr. Best Western Station House Inn)	Motel	10%				2,378,207	9	3.07%
Total			$ 64,788,644		59.21%	$ 49,839,073		64.30%

Source: City of South Lake Tahoe Revenue Division

Notes: 1. The City TOT rate is 10% except specific redevelopment properties where the rate is 12%. An additional 2% TOT approved by voters of South Lake Tahoe in November 2016 is dedicated for recreation and is accounted for in a special revnue fund. Information on the additional 2% TOT is not inlcuded on this schedule.

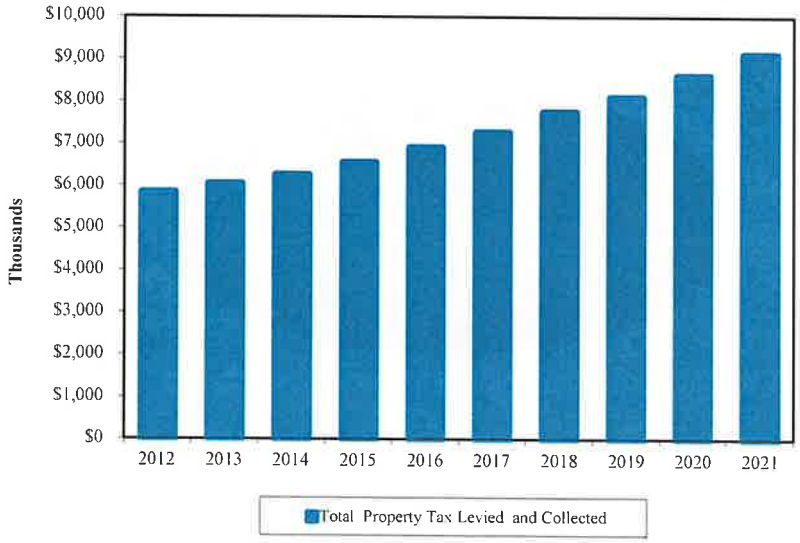
2. 2020-21 Total Taxable Rents: $109,414,803.

3. 2014-15 Total Taxable Rents: $77,515,061.

4. The Finance Department began collecting data for this schedule in fiscal year 2014-15.

CITY OF SOUTH LAKE TAHOE

Property Tax Levies and Collections
Last Ten Fiscal Years



Fiscal Year	Secured Property Tax Levied and Collected	Unsecured Property Tax Levied and Collected	Total Property Tax Levied and Collected	Percent of Total Tax Collections to Tax Levy
2012	5,775,084	70,107	5,845,191	100%
2013	5,933,772	121,722	6,055,494	100%
2014	6,135,394	131,762	6,267,156	100%
2015	6,444,127	119,864	6,563,991	100%
2016	6,794,173	119,578	6,913,751	100%
2017	7,167,959	117,816	7,285,775	100%
2018	7,644,525	121,044	7,765,569	100%
2019	7,969,647	143,416	8,113,063	100%
2020	8,484,544	148,165	8,632,709	100%
2021	8,970,941	164,536	9,135,477	100%

Source: El Dorado County Auditor-Controller's Office

Notes: 1. The City of South Lake Tahoe is on the Teeter plan with El Dorado County, thus the amount of property tax levied is the amount of property tax collected.

CITY OF SOUTH LAKE TAHOE
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities					Business-Type Activities					
Fiscal Year	Refunding Revenue Bonds	Taxable Pension Obligation Bonds	Certificates of Participation	Lease Purchase Financing	Loans	Parking Revenue Bonds	Lease Purchase Financing	Loans	Total Primary Government	Per Capita	Ratio of Total O/S to Total Personal Income
2012	18,150,000	-	$5,765,000	1,119,497	1,897,576	7,540,000	-	294,332	34,766,405	1,628	7.13%
2013	17,180,000	-	5,765,000	858,207	1,705,361	7,270,000	$ 175,282	137,858	33,091,708	1,549	6.67%
2014	16,170,000	-	5,645,000	4,884,331	1,482,505	7,735,000	133,831	106,418	36,157,085	1,677	7.03%
2015	15,115,000	$ 11,905,000	5,525,000	4,919,583	1,253,457	7,530,000	85,864	100,253	46,434,157	2,136	8.85%
2016	11,372,653	11,905,000	5,400,000	4,419,737	1,018,299	7,315,000	-	93,805	41,524,494	1,970	7.61%
2017	11,226,247	11,905,000	5,270,000	5,059,816	776,670	7,090,000	-	87,061	41,414,794	1,966	7.00%
2018	10,134,841	11,030,000	5,135,000	4,234,515	596,600	6,855,000	-	80,007	38,065,963	1,739	6.19%
2019	8,983,435	10,105,000	5,000,000	2,298,139	411,776	6,615,000	-	72,629	33,485,979	1,469	5.23%
2020	7,797,029	9,120,000	4,860,000	1,567,650	351,240	6,365,000	-	64,912	30,125,831	1,337	4.53%
2021	6,575,623	8,070,000	4,710,000	3,539,938	288,893	6,105,000	-	56,840	29,346,294	1,254	4.12%

Source: City of South Lake Tahoe

CITY OF SOUTH LAKE TAHOE
Computation of Direct and Overlapping Debt
September 30, 2021

2020-21 Assessed Valuation[1]: $5,394,132,674

	Total Debt	Percentage Applicable (1)	City's Share of Debt
OVERLAPPING TAX AND ASSESSMENT DEBT:			
Lake Tahoe Community College District	$41,825,000	64.680%	$27,052,410
Lake Tahoe Unified School District	63,361,781	64.680%	40,982,400
South Lake Tahoe Recreational Facilities Community Facilities District No. 2000-1	2,584,256	64.680%	1,671,497
South Tahoe Redevelopment Agency Community Facilities District No. 2001-1	4,545,000	100.00%	4,545,000
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT			74,251,307
OVERLAPPING GENERAL FUND DEBT:	56,198,000	14.805%	8,320,114
OVERLAPPING TAX INCREMENT DEBT (Successor Agency):	63,215,000	100.00%	63,215,000
TOTAL OVERLAPPING DEBT			145,786,421
CITY DIRECT DEBT	**$23,184,454**	**100.00%**	**23,184,454**
TOTAL DIRECT AND OVERLAPPING DEBT			$168,970,875

(1) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is whithin the city's boundaties and dividing it by each unit's total taxable assessed value.

Ratios to 2020-2021 Assessed Valuation:	
Total Overlapping Tax and Assessment Debt	1.38%
Total Direct Debt	**0.43%**
Total Direct and Overlapping Debt	3.13%

Ratios to Redevelopment Successor Agency Incremental Valuation ($526,731,147):	
Total Overlapping Tax Increment Debt	12.00%

Source: California Municipal Statistics, Inc.

Note: 1. Assessed Valuation on this schedule includes aircraft
2. Information is as of 09/30/2021

CITY OF SOUTH LAKE TAHOE
Computation of Legal Bonded Debt Margin
September 30, 2021
(amounts expressed in thousands)

ASSESSED VALUATION:		
Secured property assessed value, net of exempt real property	$5,254,167	
BONDED DEBT LIMIT (3.75% OF ASSESSED VALUE) (a)		$197,031
AMOUNT OF DEBT SUBJECT TO LIMIT:		
Total Bonded Debt	0	
Less Tax Allocation Bonds, Sales Tax Revenue Bonds, and Certificates of Participation not subject to limit	0	
Amount of debt subject to limit		0
LEGAL BONDED DEBT MARGIN		$197,031

Fiscal Year	Debt Limit	Total Net Debt Applicable to Limit	Legal Debt Margin	Total net debt applicable to the limit as a percentage of debt limit
2012	142,447	0	142,447	0.00%
2013	137,661	0	137,661	0.00%
2014	138,916	0	138,916	0.00%
2015	142,940	0	142,940	0.00%
2016	149,917	0	149,917	0.00%
2017	156,760	0	156,760	0.00%
2018	166,918	0	166,918	0.00%
2019	178,216	0	178,216	0.00%
2020	186,650	0	186,650	0.00%
2021	197,031	0	197,031	0.00%

Source: City of South Lake Tahoe Finance Department

Notes: (a) California Government Code, Section 43605 sets the debt limit at 15%. The Code section was enacted prior to the change in basing assessed value to full market value when it was previously 25% of market value. Thus, the limit shown as 3.75% is one-fourth the limit to account for the adjustment of showing assessed valuation at full cash value.

CITY OF SOUTH LAKE TAHOE

Bonded Debt Pledged-Revenue Coverage
Last Ten Fiscal Years

S.T. Joint Powers Financing Authority	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Pledged Revenues:										
Transient Occupancy Tax Revenues	$ 4,085,666	$ 4,402,214	$ 4,165,430	$ 4,730,958	$ 5,825,251	$ 6,275,346	$ 6,505,358	$ 6,978,997	$ 4,982,523	$ 5,952,873
Property Tax Increment Revenues	4,989,888	2,411,606	4,282,119	3,038,100	3,084,927	3,344,345	3,825,579	4,247,416	4,362,198	4,833,919
Total Revenue	9,075,554	6,813,820	8,447,549	7,769,058	8,910,178	9,619,691	10,330,937	11,226,413	9,344,721	10,786,792
Bond Year Debt Service - Parity Bonds:										
1999 Series A[1]	557,678	561,428	559,544	-	-	-	-	-	-	-
2003 Series A[1]	620,136	618,156	621,130	-	-	-	-	-	-	-
2004 Series A[1]	748,566	746,392	748,778	-	-	-	-	-	-	-
2005 Series A[2]	2,692,500	2,696,250	2,697,250	2,668,875	-	-	-	-	-	-
2007 Series A[4]	1,161,579	1,163,579	1,160,279	1,160,579	1,168,578	1,166,328	-	-	-	-
2014 Series A	-	-	-	1,692,129	1,746,268	1,749,469	1,751,269	1,762,069	1,761,469	1,758,219
2015 Series A	-	-	-	-	2,478,743	2,478,894	2,477,294	2,463,694	2,464,694	2,472,194
2017 Series A	-	-	-	-	-	-	765,252	897,344	944,094	935,894
Total Debt Service - Parity Bonds	5,780,459	5,785,805	5,786,981	5,521,583	5,393,589	5,394,691	4,993,815	5,123,106	5,170,256	5,166,306
Debt Service Coverage - Parity Bonds	**157%**	**118%**	**146%**	**141%**	**165%**	**178%**	**207%**	**219%**	**181%**	**209%**
Pledged Revenue after Parity Debt	3,295,095	1,028,015	2,660,568	2,247,475	3,516,589	4,225,000	5,337,122	6,103,307	4,174,465	5,620,486
Bond Year Debt Service - Subordinate Bonds:										
2006 Lease Bonds[3]	1,811,544	1,805,106	1,805,506	1,809,206	1,803,469	-	-	-	-	-
2016 Refunding Lease Bonds	-	-	-	-	-	226,024	1,308,800	1,344,275	1,343,400	1,336,100
Total Debt Service - Subordinate Bonds	1,811,544	1,805,106	1,805,506	1,809,206	1,803,469	226,024	1,308,800	1,344,275	1,343,400	1,336,100
Debt Service Coverage - Subordinate Bonds	**182%**	**57%**	**147%**	**124%**	**195%**	**1869%**	**408%**	**454%**	**311%**	**421%**

S.T. Joint Powers Parking Financing Authority	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Operating Revenue	$ 733,105	$ 800,606	$ 978,390	$ 1,007,811	$ 1,155,608	$ 1,385,939	$ 1,531,511	$ 1,552,535	$ 985,626	$ 1,024,565
Operating Expense	239,500	268,200	513,442	168,558	160,786	262,013	198,131	327,455	304,256	354,004
Net Operating Revenue	493,605	532,406	464,948	839,253	994,822	1,123,926	1,333,380	1,225,080	681,370	670,561
Bond Year Debt Service	802,500	802,500	569,550	569,550	569,550	569,550	569,550	569,550	569,550	569,550
Surplus Special Tax Revenue	330,000	271,177	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000
Surplus Special Tax Coverage Requirement	110%	110%	110%	110%	110%	110%	110%	110%	110%	110%
Net Surplus Special Tax Revenue	300,000	246,525	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Net Maximum Annual Debt Service	502,500	555,975	269,550	269,550	269,550	269,550	269,550	269,550	269,550	269,550
Debt Service Coverage	**98%**	**96%**	**172%**	**311%**	**369%**	**417%**	**495%**	**454%**	**253%**	**249%**

[1] - Refunded by 2014 Series A Bonds.

[2] - Refunded by 2015 Series A Bonds.

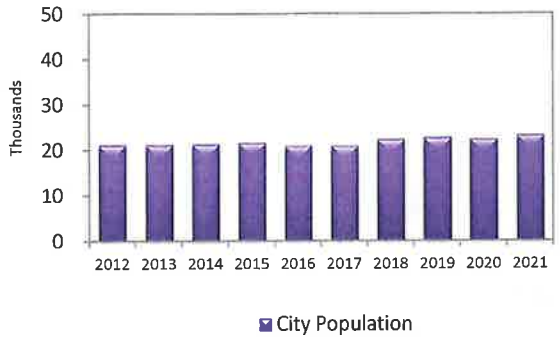
[3] - Refunded by 2016 Series A Bonds.

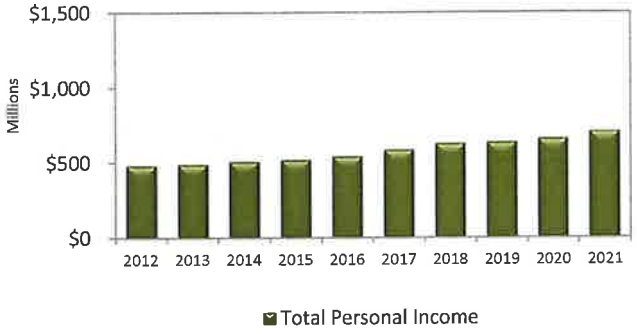
[4] - Refunded by 2017 Series A Bonds.

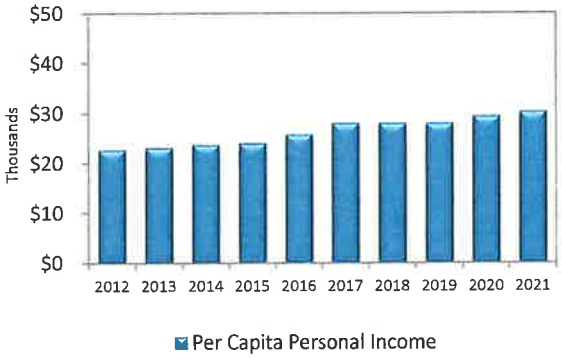
Source: City of South Lake Tahoe Finance Department.

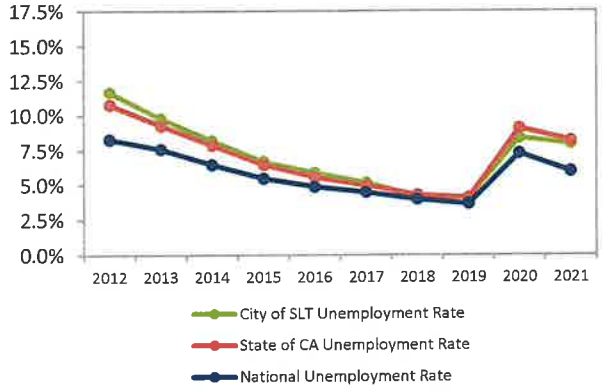
CITY OF SOUTH LAKE TAHOE

Demographic and Economic Statistics
Last Ten Fiscal Years









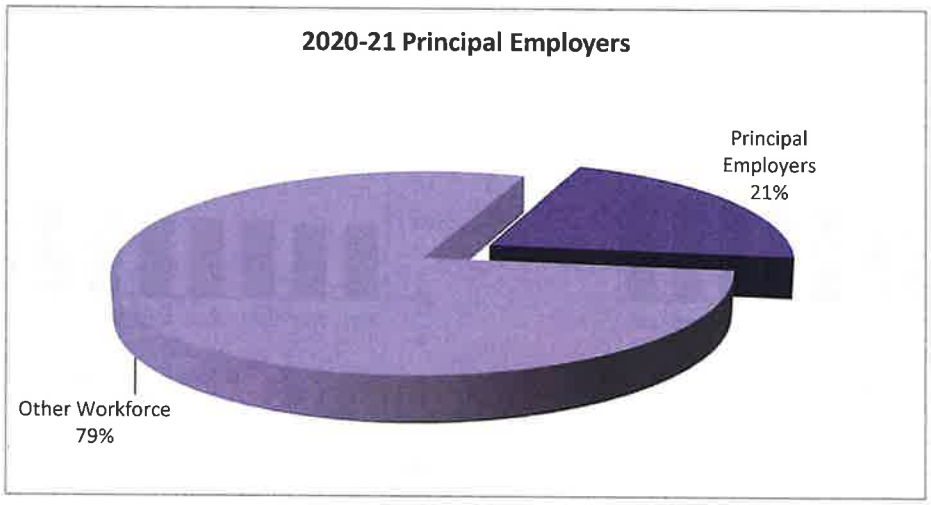
Fiscal Year Ended September 30,	City Population (a)	Total Personal Income (b)	Per Capita Personal Income (a)	City of SLT Unemployment Rate (c)	State of CA Unemployment Rate (c)	National Unemployment Rate (c)
2012	21,359	487,604,611	22,829	11.7%	10.8%	8.3%
2013	21,362	496,111,088	23,224	9.8%	9.3%	7.6%
2014	21,555	514,410,075	23,865	8.2%	7.9%	6.5%
2015	21,738	524,668,368	24,136	6.7%	6.5%	5.5%
2016	21,078	545,498,640	25,880	5.9%	5.6%	4.9%
2017	21,068	591,968,664	28,098	5.2%	5.0%	4.5%
2018	22,491	631,952,118	28,098	4.2%	4.3%	4.0%
2019	22,800	640,634,400	28,098	4.1%	4.1%	3.7%
2020	22,525	664,960,525	29,521	8.4%	9.1%	7.3%
2021	23,398	712,258,518	30,441	8.0%	8.2%	6.0%

Sources: California State Department of Finance
California Employment Development Department
U.S. Census Bureau, American FactFinder

Notes: (a) Based on 5-Year Annual American Community Survey Estimates. Data in years beyond those available from Surveys reflects the closest year available. The population data is according to the latest data from the California Department of Finance.
(b) Calculated by multiplying City Population by Per Capita Personal Income.
(c) Averaged over 12-fiscal-month period. Not seasonally adjusted. In 2015 the California Employment Development Department has revised the last 5 years of unemployment data for South Lake Tahoe due to new census ratios. According to EDD, new ratios better represent the current economic situation.

CITY OF SOUTH LAKE TAHOE

Principal Employers
Current Year and Nine Years Ago

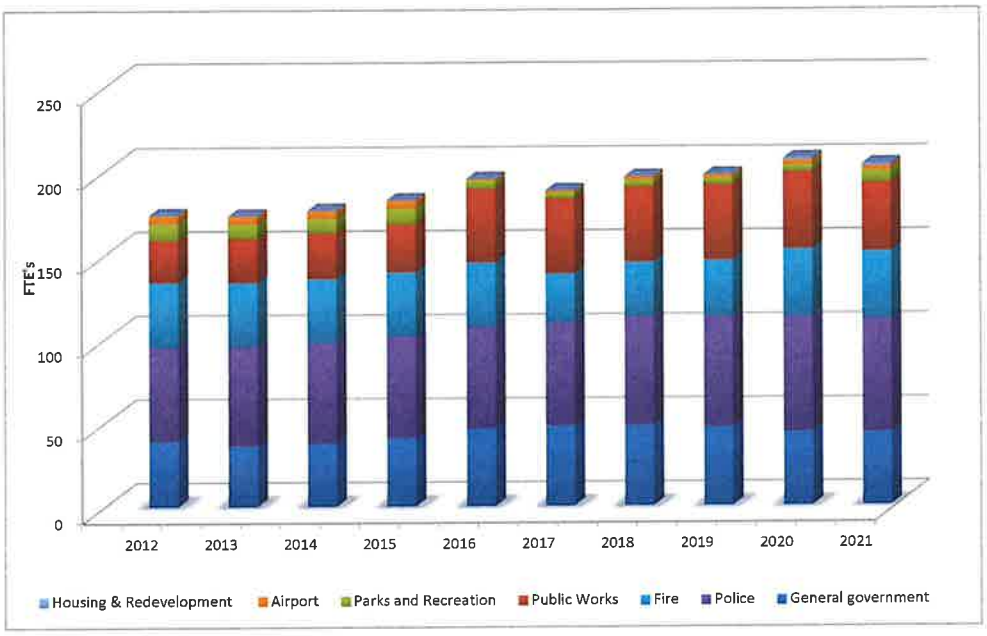


Employer	Product/ Service	2020-21 Number of Employees	Rank	Percentage of Total City Workforce	2011-12 Number of Employees	Rank	Percentage of Total City Workforce
Barton Memorial Hospital	Health Services	881	1	6.8%	795	1	5.2%
Lake Tahoe Unified School District	Education	413	2	3.2%	344	2	2.2%
El Dorado County	Government	267	3	2.1%	253	3	1.6%
Lake Tahoe Community College	Education	256	4	2.0%	213	6	1.4%
City of South Lake Tahoe	**Government**	**206**	**5**	**1.6%**	**165**	**9**	**1.1%**
Marriott Corporation	Lodging	197	6	1.5%	195	7	1.3%
United States Forest Service	Government	135	7	1.0%	220	5	1.4%
Raley's Supermarket	Food/Drug	128	8	1.0%	167	8	1.1%
Lake Tahoe Resort Hotel	Lodging	121	9	0.9%	-	-	-
South Tahoe Public Utility District	Utilities	117	10	0.9%	111	10	0.7%
Heavenly Mountain Resort	Ski Industry	-	-	-	230	4	1.5%
Subtotal		2,721		21.2%	2,693		17.5%
Total Workforce		**12,864**			**15,379**		

Sources: South Tahoe Public Utility District Finance Department
City of South Lake Tahoe Finance Department
California Labor Market Info Data Library

CITY OF SOUTH LAKE TAHOE

Full-Time Equivalent City Government Employees by Function
Last Ten Fiscal Years



	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Function										
General government	39.00	36.25	37.58	40.75	46.25	47.84	47.75	46.75	43.75	43.25
Public Works	24.93	25.93	26.92	28.42	44.00	44.50	45.00	45.00	46.00	41.00
Police	56.50	59.70	60.60	61.05	61.05	61.85	65.60	66.60	69.10	68.10
Fire	38.50	37.90	38.00	38.00	38.00	29.00	32.00	33.00	40.00	40.00
Parks and Recreation	10.07	8.74	8.58	9.58	5.00	4.00	4.00	4.00	4.00	7.00
Airport	5.00	5.00	5.00	5.00	1.00	1.00	2.00	2.00	3.00	3.00
Housing & Redevelopment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00
Total	174.00	173.52	176.68	182.80	195.30	188.19	196.35	197.35	206.85	203.35

Source: City of South Lake Tahoe Finance Department

CITY OF SOUTH LAKE TAHOE
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Police:										
Police calls for Service	23,916	21,093	22,744	24,848	25,246	31,785	24,204	25,515	26,002	24,108
Law violations:										
Homicide	1	3	0	1	1	0	3	2	1	2
Forcible Rape	10	8	14	5	12	12	9	10	18	21
Robbery	27	16	21	19	23	9	22	20	20	5
Aggravated Assaults	111	89	77	41	275	240	147	79	242	335
Violent Crimes, Total	149	116	112	66	311	261	181	111	281	363
Burglary	152	171	147	105	87	132	114	114	81	77
Larceny	360	368	332	404	288	262	279	335	312	303
Motor Vehicle Theft	32	46	37	39	41	59	61	35	34	61
Property Crimes, Total	544	585	516	548	416	453	454	484	427	441
Total Arrests, including citations and juvenile	1,300	1,220	1,455	1,157	1,301	1,756	1,113	1,091	942	756
Community Development:										
Street reconstruction (travel lane miles)	10.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving/Patching performed in-house (square feet)	N/A	N/A	57,965	48,119	53,192	36,922	19,972	34,031	12,326	7,853
Community Recreation: [2]										
Recreation Complex participants	N/A	N/A	32,352	27,695	37,089	33,280	33,260	32,389	10,156	4,734
Swimming Pool	26,566	23,895	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Campground	49,200	47,040	46,484	50,464	50,343	50,782	66,968	57,162	2,716	10,603
Golf Course	12,735	13,918	11,546	12,288	8,982	7,598	8,481	6,971	552	0
Fire:										
Number of incidents related to:										
Fires	105	91	102	76	103	56	71	64	52	84
Hazardous Conditions/ Hazardous Material	96	85	115	83	93	150	116	138	127	198
Rescue, Medical Aid	2,064	2,306	2,182	2,277	2,491	2,424	2,169	2,412	2,083	1,860
Number of calls related to:										
Citizen Assistance	208	217	207	238	224	368	311	385	506	512
Good Intent	325	349	400	534	378	357	380	404	350	443
False Calls	193	205	193	209	254	360	433	388	218	265
Weather Related	1	0	2	0	2	15	2	3	3	3

Source: City of South Lake Tahoe

Notes: 1. N/A denotes information not available
2. Indicators for fiscal year 2020 and 2021 reflect the impact of COVID-19 restrictions

CITY OF SOUTH LAKE TAHOE
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

Function/Program	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Police:										
Police stations	1	1	1	1	1	1	1	1	1	1
Police vehicles, Total	38	36	40	43	44	42	39	48	56	57
Patrol units	19	18	18	19	20	22	21	28	36	37
Fire:										
Fire stations	3	3	3	3	2	2	2	2	3	3
Fire vehicles, Total	16	15	17	11	10	11	13	12	16	16
Fire apparatus [1]	9	8	10	7	7	7	8	7	8	8
JPA Ambulances [2]	3	3	3	3	3	0	0	0	0	0
Community Recreation:										
Community services:										
Athletic Fields	7	7	7	7	7	7	7	7	7	7
Parks	1	1	1	1	1	1	1	1	1	1
Ice Arena	1	1	1	1	1	1	1	1	1	1
Skate Park	1	1	1	1	1	1	1	1	1	1
Park Acreage	35	35	35	35	35	35	35	35	35	35
Golf Courses	1	1	1	1	1	1	1	1	1	1
Public Swimming Pools	1	1	1	1	1	1	1	1	1	1
Bike Trails	7	7	7	7	7	7	7	7	7	7
Public Beaches	3	3	3	3	3	3	3	3	3	3
Recreation Center	1	1	1	1	1	1	1	1	1	1
Senior Center	1	1	1	1	1	1	1	1	1	1
Airport:										
Runway length in feet	8,541	8,541	8,541	8,541	8,541	8,541	8,541	8,541	8,541	8,541
Aircraft Operations [3]	23,620	23,540	23,595	23,540	23,540	23,790	24,042	24,100	24,335	26,487
Air Carriers:										
Major	0	0	0	0	0	0	0	0	0	0
Commuters	0	0	0	0	0	0	0	0	0	0

Source: City of South Lake Tahoe

Notes: [1] Fire apparatus is a multi-purpose vehicle carrying professionals and equipment for a wide range of fire-fighting and rescue tasks.

[2] The ambulance vehicles are the property of California Tahoe Emergency Services Operations Authority JPA. In 2016, the City stopped providing ambulance transportation as part of the Cal Tahoe JPA and converted its emergency medical services delivery system to providing Advance Life Support (paramedic) engine companies.

[3] The Aircraft Operations data was revised in FY 2015-16 to reflect offical records data filed with FAA.



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CITY OF
SOUTH LAKE TAHOE

EideBailly

CPAs & BUSINESS ADVISORS

Independent Accountant's Report

To the Honorable Mayor and City Council
South Lake Tahoe, California

We have performed the procedures enumerated below, on the Appropriations Limit Calculation of the City of South Lake Tahoe, California (City) prepared in accordance with Article XIII-B of the California Constitution for the fiscal year ended September 30, 2021. The City's management is responsible for the Appropriations Limit Calculation.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of evaluating the Appropriations Limit Calculation and we will report on findings based on the procedures performed. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures performed and our findings are as follows:

1. We obtained the completed worksheets setting forth the calculations necessary to establish the City's 2020-21 appropriations limit and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

   Finding: No exceptions were found as a result of this procedure.

2. We added last year's limit to the annual adjustment amount and compared the resulting amount to the 2020-21 appropriations limit.

   Finding: No exceptions were found as a result of this procedure.

3. We compared the current year information to the worksheets described in Procedure 1 above to information provided by the California State Department of Finance.

   Finding: We found that the City utilized an incorrect inflation factor in the 2020-21 appropriations limit calculation. This resulted in an understatement of the 2020-21 appropriations limit of $417,119. No other exceptions were found as a result of this procedure.

4. We agreed the prior year appropriations limit to the prior year appropriations limit adopted by the City Council.

   Finding: No exceptions were found as a result of this procedure.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Appropriations Limit Calculation. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the information and use of the City Council, Major and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Eade Baully LLP

Sacramento, California
March 29, 2022

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 5

Agenda Item: Ordinance – Amendments to South Lake Tahoe City Code Section 4.150.210 (Placement of Residential Containers for Collection Purposes) to Require Better Trash Management (Second Reading)

Executive Summary: On April 5, 2022, City Council held a first reading of the ordinance and referred second reading to the meeting on May 3, 2022. The ordinance amends the City Code chapter 4.150 (Refuse and Garbage) to incorporate a narrower window of time in order to promote better trash management behavior with respect to our resident bear and other wildlife populations. Current code provides for residential containers to be placed at the property line adjacent to a public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection. South Tahoe Refuse pushed back pick up times to no earlier than 7:00 a.m. in order to make it more likely for trash to be brought outside on the morning of trash pickup. This ordinance proposes that trash be placed at curbside no earlier than 6:00 a.m. on the day designated for refuse collection, unless containers are housed in approved shelters.

Requested Action / Suggested Motions: Pass an Ordinance amending Section 4.150.210 (Placement of Residential Containers for Collection Purposes) of the South Lake Tahoe City Code to require better trash management.
Responsible Staff Member: Sara Letton, Sustainability Coordinator

Responsible Staff Member: Sara Letton, Sustainability Coordinator (530) 542-6175

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

Attachments:

01-Staff Report - Better Trash Management Ordinance Second Reading.docx
02-Better Trash Behavior Ordinance.docx
03-Redline of Ordinance Amendment.pdf
04-Notice of Legal Publication -Trash Behavior Ordinance.doc

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

Meeting Date: May 3, 2022

Title: Ordinance – Amendments to South Lake Tahoe City Code Section 4.150.210 (Placement of Residential Containers for Collection Purposes) to Require Better Trash Management (Second Reading)

Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator (530) 542-6175

Background: The proposed ordinance would amend City Code chapter 4.150 (Refuse and Garbage) to require better trash management behaviors. Fines for violations of Chapter 4.150 were increased by City Council on March 15, 2022 from $50 to $150 in order to further incentivize better trash management behaviors.

During evacuation for the Caldor Fire in the fall of 2021, our city saw a spike in bear encounters with trash. This behavior has continued since the city repopulated. According to Clean Tahoe, “A bear that has frequent access to human food will likely lose its natural fear of humans and also may damage property in its quest to reach the food source” (Clean Tahoe 2020).
Several years ago, South Tahoe Refuse updated its schedule so that trucks do not leave the facility until 7:00 a.m., allowing households a reasonable window of time to get trash to the curbside on the morning of pickup. Putting trash out the night before pickup provides a lot of time and opportunity for bears to be attracted to the trash.

On March 1, 2022 during discussion of the Master Fee Schedule, City Council directed staff to bring back an ordinance that would prevent residential trash from being put out before trash day. The proposed ordinance would decrease the amount of time available for bears to get into trash by 12 hours, from 6 p.m. the night before to 6 a.m. the on the day designated for refuse collection.

On April 5, 2022 City Council voted 5-0 to refer second reading and adoption to May 3, 2022.

Issue and Discussion: Our community values our native wildlife population, including our bears. We recognize that human trash management behaviors influence bear behavior. The intention of this ordinance is to create conditions in which we see fewer bear-trash encounters. Fewer such encounters will promote a healthier and more natural bear ecology while protecting safety of both human and bear, while protecting property. Additionally, bear-trash encounters lead to trash being spread through the streets, and eventually into the open spaces and waterways which lead to our lakes. Reduced encounters will lead to less pollution and microplastics in these lakes, protecting fragile ecosystems.

In the long term, fewer bear-trash encounters will increase efficiency for our franchisee South Tahoe Refuse and Clean Tahoe, who are engaged with clean up, as well as for our Community Service Officers engaged in enforcement. In the short term, there will be a need for outreach to inform and educate the community of this change.

Financial Implications: This action will change the time of day that trash can be put at the curbside at no additional cost to the city. Enforcement will continue to be initiated via complaint.

Environmental Considerations: The proposed ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061(b)(3) (common sense exemption that CEQA does not apply to projects where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment), 15307 (actions by regulatory agencies for protection of natural resources), and 15308 (actions by regulatory agencies for protection of the environment).

At the April 5, 2022 a public comment was made and discussed questioning the possible negative unintended consequences of changing the time of day of putting trash out. In the interim, Staff reached out to California Department of Fish and Wildlife for feedback. CDFW took the position that the “lack of access to anthropogenic food resources would drive bears back to natural resources”, affirming the likely overall positive outcome of this ordinance.

Policy Implications: The proposed ordinance is consistent with the City’s adopted Climate Action Plan, specifically Actions CS-2 (Protect municipal watersheds and Lake Tahoe water quality). Additionally, this proposed action supports the City’s Strategic Plan 2021 – 2025, specifically Goal 3.4 (Waste Management and Stewardship), Action 2 (Implement strong enforcement policy that the “Tahoe Way” includes not littering in our community).

Ordinance 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

An Ordinance Amending Section 4.150.210 (Placement of Residential Containers for Collection Purposes) of the South Lake Tahoe City Code to Require Better Trash Management

FINDINGS

A. Bears are attracted to improperly managed residential trash, which is an ongoing problem for bears and our residents.
B. Several years ago, City waste franchisee South Tahoe Refuse changed its operations to initiate service later in the mornings, at 7:00 a.m., to allow residents ample time to put trash at the curb at a reasonable hour on the morning of pickup.
C. Section 4.150.210 currently requires that residential trash containers be put out no earlier than 6:00 p.m. the night before trash pickup, and City Council has directed staff to bring back a code amendment to make this provision more stringent to reduce problematic bear encounters with residential trash.
D. On March 15, 2022, City Council adopted the Master Fee Schedule which includes an increased administrative citation amount of $150 for any violation of Chapter 4.150 (Refuse and Garbage), which would include violations of Section 4.150.210, as amended.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Section 4.150.210 is hereby amended as follows:

Suitable containers for residential service, up to and including a fourplex, shall be placed in such a manner as not to be readily visible from public streets; provided, that during the time fixed for collection from the premises, receptacles and plastic bags shall be placed for collection as follows:

A. Residential containers shall be placed at the property line adjacent to a public street no earlier than 6:00 a.m. on the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters.

B. Refuse company personnel shall be responsible for the return of containers to a location 20 feet back from the front property line.

C. During periods of heavy snow, customers shall provide a clear path for the return of containers to a point 20 feet from said property line.

D. Containers which have become so damaged as to be no longer suitable for use, which no longer have tight-fitting lids, and are so designated by refuse company personnel, the city attorney, his/her designee, or the county health officer, shall be replaced by the customer with a suitable container.

E. Shelter or housing for refuse receptacles as well as commercial dumpsters shall not be constructed or installed until approved by the city planning division.

SECTION 2. The City Council finds that adoption of the proposed Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15061(b)(3) (common sense exemption that CEQA does not apply to projects where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment) because it is an action taken by the City in its regulatory capacity, as authorized by state law, to protect the environment.

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 30 days after its passage.

Adopted by the City of South Lake Tahoe City Council on May 3, 2022 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

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

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

Proposed amendment presented to South Lake Tahoe City Council on April 5, 2022

Redline:

4.150.210 Placement of residential containers for collection purposes.

Suitable containers for residential service, up to and including a fourplex, shall be placed in such a manner as not to be readily visible from public streets; provided, that during the time fixed for collection from the premises, receptacles and plastic bags shall be placed for collection as follows:

A. Residential containers shall be placed at the property line adjacent to a public street no earlier than 6:00 a.m. ~~6:00 p.m. of the day prior to~~ on the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters.

B. Refuse company personnel shall be responsible for the return of containers to a location 20 feet back from the front property line.

C. During periods of heavy snow, customers shall provide a clear path for the return of containers to a point 20 feet from said property line.

D. Containers which have become so damaged as to be no longer suitable for use, which no longer have tight-fitting lids, and are so designated by refuse company personnel, the city attorney, his/her designee, or the county health officer, shall be replaced by the customer with a suitable container.

E. Shelter or housing for refuse receptacles as well as commercial dumpsters shall not be constructed or installed until approved by the city planning division. (Ord. 744 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-14)

LEGAL PUBLICATION

CITY OF SOUTH LAKE TAHOE
SUMMARY OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on April 5, 2022, the City of South Lake Tahoe City Council waived first reading, read by title and referred to second reading and adoption at the May 3, 2022, City Council meeting the following ordinance:

"An Ordinance Amending Section 4.150.210 (Placement of Residential Containers for Collection Purposes) of the South Lake Tahoe City Code to Require Better Trash Management"

City Attorney's Summary of Ordinance:

"This ordinance would require that residential refuse containers be placed out by the street for collection no earlier than 6:00 a.m. on the day designated for refuse collection. This is a change from the current requirement that containers be placed out for collection no earlier than 6:00 p.m. the night before the day designated for refuse collection. The purpose of this amendment is to reduce problematic bear encounters with residential trash."

A copy of the proposed ordinance in its entirety is available for review in the City Clerk's Office located at 1901 Lisa Maloff Way, South Lake Tahoe, California. To receive an electronic copy, contact the City Clerk at sblankenship@cityofslt.us.

Susan Blankenship

Susan Blankenship
City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, Ca 96150
(530) 542-6005

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 6

Agenda Item: Ordinance - Military Equipment Use Policy (Second Reading)

Executive Summary: This is the second reading of an ordinance approving a military equipment use policy for the Police Department. This ordinance was brought to City Council for first reading on April 5, 2022. This ordinance is required by California Assembly Bill 481 prior to funding, acquisition, and use of qualifying equipment by the Police Department.

Requested Action / Suggested Motions: Pass an Ordinance approving a military equipment use policy for the Police Department.
Responsible Staff Member: David Stevenson, Police Chief

Responsible Staff Member: David Stevenson, Police Chief
(530) 545-2765

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

Attachments:

01 - Staff Report - Military Equipment Use (Second Reading).docx
02 - Ordinance - Military Equipment Use.docx
03 - Policy (Attachment 03 to Ordinance).docx
04 - Equipment List (Attachment 04 to Ordinance).docx
05-Notice of Legal Publication- Military Equipment Use Policy.doc

City of South Lake Tahoe

Report to **City Council**

Meeting Date: May 3, 2022

Title: Ordinance – Military Equipment Use Policy - Second Reading

Location: Police Department

Responsible Staff Member: Chief David Stevenson, (530) 545-2765

Background: California Assembly Bill 481 was passed on September 30, 2021 and is codified in Government Code sections 7070 through 7075. It requires a law enforcement agency (LEA) to obtain approval from the applicable governing body, via adoption of a "military equipment" use policy by ordinance prior to the LEA funding, acquiring, continuing to use existing equipment, using any new military equipment, or allowing the use in the city of other LEA's equipment. The South Lake Tahoe Police Department (SLTPD) brought a proposed Military Equipment Use Policy and ordinance to City Council on April 5, 2022 for a first reading and it was approved.

Issue and Discussion: The Police Department is bringing the proposed policy and ordinance back to City Council as required for the second reading and consideration for final adoption of the ordinance.

Financial Implications: There is no additional impact to the general fund. All military equipment maintenance and/or purchase costs are included in existing Police Department Budget. Annual fiscal impact from equipment usage consists of the annual maintenance cost and parts replacement. Most of the equipment has little to no maintenance cost.

Environmental Considerations: This proposed ordinance and policy will regulate the use of qualifying equipment by SLTPD within the City of South Lake Tahoe.

It is not subject to the California Environmental Quality Act (CEQA) pursuant to section 1506(b)(3) of Title 14 of the California Code of Regulations, in there is no possibility that the implementation of this ordinance may have significant effects on the environment.

Policy Implications: If approved, this action will add South Lake Tahoe Police Department policy "706 Military Equipment" via ordinance and require the annual review and approval of the policy every year after by the City Council for as long as the equipment is in use.

Ordinance 2022-XX

Adopted by the City of South Lake Tahoe City Council

May 3, 2022

Adoption of "Military Equipment" Use Policy

BACKGROUND

A. Assembly Bill 481: "Military Equipment: Funding, Acquisition, and Use" was passed by the State September 30, 2021.

B. AB 481 Requires the City Council review and approve by ordinance a publicly available "military equipment use policy" prior to the Police Department obtaining any new equipment and/or continued use of existing equipment.

C. AB 481 Requires the adoption of a military equipment use policy by ordinance by the City Council be made at a regular scheduled City Council meeting, and the proposed equipment policy be posted on the Police Department's web page at least 30 days prior to the scheduled meeting. Staff posted the proposed policy on the Police Department's web page on March 1, 2022.

Now, Therefore, the City Council of the City of South Lake Tahoe does ordain as follows:

SECTION 1 The South Lake Tahoe Police Department "Military Equipment Use" policy is hereby approved as designated in Attachments "03 Policy" and "04 Equipment List" attached hereto and incorporated by reference.

SECTION 2 The "military equipment" is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

SECTION 3 The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

SECTION 4 Purchased equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

SECTION 5 Prior military equipment use complied with the military equipment use policy that was in effect at the time.

SECTION 6 The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law, including being made publicly available on the Police Department's website for as long as the military equipment is available for use.

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 May 3, 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 true and correct copy as approved by the South Lake Tahoe City Council.

First Reading: April 5, 2022
Published:
Second Reading: May 3, 2022
Effective: June 2, 2022

Policy 706: Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council for the City of South Lake Tahoe.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons and ammunition of less than .50 caliber that are issued to officers.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the South Lake Tahoe Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 COMPLIANCE, OVERSIGHT, AND SANCTIONS FOR VIOLATIONS

The mechanism to ensure compliance with this policy is established by adoption of and adherence to this policy. The City Council has independent oversight authority of this policy as established herein. As applicable and legally enforceable, violations of this policy will be subject to sanctions as established in this policy and/or as described in existing South Lake Tahoe Police Department policy 340 “Standards of Conduct” and policy 340.5 “Causes for Discipline” (Government Code § 7070(d)(6)).

706.31 COMPLAINTS, CONCERNS, OR QUESTIONS

Members of the public may register complaints, concerns, or questions about the use of each specific type of military equipment directly to the Chief of Police by phone, email, or in person. The Chief of

Police (or their designee) shall respond to each complaint, concern, or question by phone, email, or in person in a timely manner. These contacts shall be documented in writing with a summary of the complaint, concern, or question and retained by the Chief of Police (or their designee) to be included in the annual report as described below (Government Code § 7072(a)(2)).

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the South Lake Tahoe Police Department: See attachment "03 – Equipment List" which is attached hereto and incorporated into this policy by reference.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department's website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

a. Requesting military equipment made available pursuant to 10 USC § 2576a.
b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of the City of South Lake Tahoe.
e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
g. Acquiring military equipment through any means not provided by this paragraph.

Any final military equipment use policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

706.7 ANNUAL REPORT AND ORDINANCE RENEWAL

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

The City Council shall review this military equipment use policy ordinance at least annually and vote on whether to renew the ordinance or not at a regularly scheduled City Council meeting.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the funding, acquisition, or use of military equipment.

List of Qualifying Equipment
SLTPD Policy 706

706.4 MILITARY EQUIPMENT INVENTORY
The following constitutes a list of qualifying equipment for the South Lake Tahoe Police Department.

1 **Unmanned, remotely piloted, powered aerial vehicles**

A.	Quantity	Zero. (Included for mutual aid purposes)
B.	Cost	Varies by manufacturer.
C.	General Description	Unmanned, remotely controlled, video-equipped flying platforms.
D.	Manufacturer's Description	Varies by manufacturer.
E.	Capabilities & Purpose	Drones perform various critical tasks. The most applicable to law enforcement operations is the ability to collect video from an elevated position, which is necessary to locate missing persons, gather information during a natural disaster or critical incident, locate evidence, and provide leaders with real-time information when facing a crisis. Drones can be used to gather information during floods, fires, earthquakes, etc. and there is no substitute for their capabilities in the air.
F.	Authorized Use	Only persons trained on the use of drones should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	Varies by manufacturer.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the device.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as drones only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

2 **Unmanned, remotely piloted, powered ground vehicles** – PakBot 510 and Avatar II

A.	Quantity	2.
B.	Cost	PakBot 510: $77,000 (acquired from military free of charge) Avatar II: $12,000.
C.	General Description	Unmanned, remotely controlled vehicles typically equipped with audio and/or video capability.
D.	Manufacturer's Description	PakBot 510:

The PakBot is a man-transportable robot that performs a variety of functions. The robot climbs most stairs, navigates narrow passages and relays real-time audio/video while the operator can remain at a safe distance. The PakBot arm lifts up to 40 lbs. It is deployable by a single person in less than two minutes.

Avatar II:
The Avatar II robot can be hand carried or transported inside a rucksack, and can be remotely operated, providing protection and safety to the operator. The Avatar has two cameras; one forward-facing and one which rotates.

E. Capabilities & Purpose — These robots allow situational intelligence including audio/video without exposing personnel to imminent risk, whether it be from a natural disaster or suspect(s). The robots are almost exclusively used by the SWAT team during high-risk missions to ensure the safety of officers, civilians and suspects. They allow operators to learn the location/appearance/etc of a suspect without risking an armed confrontation. The Avatar II has a two-way communications system which has been used to communicate with suspects, allowing officers to de-escalate situations and improves the team's ability to negotiate. The PakBot has an articulable arm used for opening doors, moving objects or delivering items during a crisis.

F. Authorized Use — Only persons trained on the Avatar II and PakBot should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.

G. Expected Lifespan — 8-10 years for both robots.

H. Fiscal Impact — Annual maintenance and battery replacement cost is about $1,000 for both robots.

I. Training — All SWAT operators receive in-service training on the devices when appointed to the SWAT team.

J. Legal and Procedural Rules — It is the policy of the SLTPD to use information-gathering devices such as robots only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.

K. Mutual Aid — Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

3 **Armored Vehicles or Mine Resistant, Armor Protected vehicles -** NaviStar International MaxxPro

A. Quantity — 1.

B. Cost — $750,000, acquired from the military in 2013 free of charge with the exception of travel costs.

C. General Description — Vehicles designed to protect occupants from gunfire and/or explosions.

D. Manufacturer's Description — The MaxxPro MRAP is an armored vehicle that seats 6-8 personnel and allows for rescue of injured or endangered persons. It can stop various projectiles, which provides for greater safety to citizens and officers beyond the protection of personally worn body armor.

E.	Capabilities & Purpose	This is the only vehicle in the department's possession which stops large caliber gunfire and provides protection from explosives. It is the only vehicle capable of transporting officers or citizens safely through danger areas. This vehicle provides the ability for Crisis Negotiators and SWAT team members to safely approach, observe, communicate and operate during high-risk assignments. Uses of this vehicle have included high-risk warrant service, armed suicidal subjects, and armed and barricaded felony dangerous suspects. It has also been used at many community engagement events. There are no weapons attached to this vehicle. The top of the vehicle has a rotating, armored area that can be used as an elevated platform for negotiators and operators to more safely contact dangerous and armed suspects while attempting to de-escalate and resolve a crisis.
F.	Authorized Use	The use of armored vehicles shall only be authorized by an Incident Commander or SWAT team leader and based upon the specific circumstances of a given incident. Armored vehicles shall only be used by officers trained in their operation and in a manner consistent with department policy and training. This vehicle may be used at special and/or community engagement events with approval of the Chief of Police.
G.	Expected Lifespan	Approximately 25 years.
H.	Fiscal Impact	Annual maintenance cost of about $5,000. This vehicle is built on a common truck chassis and City Mechanics service it.
I.	Training	All SWAT operators receive formalized in-service training on this vehicle, its capabilities and limitations, and its appearance to the community when appointed to the SWAT team. Firefighters assigned to the SWAT team (with a Class B license) drive this vehicle unless it needs to be deployed during an emergency.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use armored vehicles only in a manner that protects the public's welfare, safety, civil rights, and adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

4 **High Mobility, Multi-Wheeled Vehicles (Hummers)**

A.	Quantity	2. (These vehicles are not operational and are being returned to the military)
B.	Cost	Approximately $120,000 per vehicle, both acquired free of charge from the military.
C.	General Description	A rugged, four-wheeled vehicle with all-terrain/off-road capabilities.
D.	Manufacturer's Description	Varies by manufacturer and style. A Hummer is a four-wheeled vehicle that can be highly customized.

E.	Capabilities & Purpose	Both Hummers were acquired for the SLTPD SWAT Team. They are not in use, as they were mechanically defunct. One was outfitted as a medical vehicle to be used by SWAT paramedics in the event an officer, civilian or suspect is injured. It housed medical equipment and spare supplies such as radios and rural equipment so it could be deployed during extended-range missions where the team had little to no backup or support. The second Hummer was intended for the Crisis Negotiation Team, as negotiators have no dedicated vehicle in which to operate or carry equipment (such as throw phones, PA systems, recording equipment, etc) to communicate with a suspect during a crisis. This would have allowed negotiators a safe place to perform de-escalation efforts in a tactical environment. Although the vehicles acquired by the SLTPD are being returned to the military, Hummers are a common SWAT vehicle and other surrounding agencies may have uniquely configured vehicles for specialized purposes. For example, Hummers can be outfitted with a Mobile Adjustable Ramp System (MARS) to rescue persons from second or third stories during an emergency.
F.	Authorized Use	These vehicles are not in use. Use in a tactical situation would have been established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	About 10-15 years.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the vehicle.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use SWAT vehicles only when licensed and while adhering to state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

5 **Command and Control Vehicles** – 2006 Ford TC550 Box Truck Mobile Command Vehicle (MCV)

A.	Quantity	1.
B.	Cost	$159,684.
C.	General Description	A vehicle designed to house equipment and resources for the use of commanders to organize, oversee and address an incident.
D.	Manufacturer's Description	Not available, as this vehicle was custom built. This vehicle is used as a mobile field office that provides shelter, access to Department computer systems, and food/water during extended events.
E.	Capabilities & Purpose	The MCV was purchased by the City through a grant in 2007. The MCV can be utilized for critical incidents, preplanned events, searching for missing persons, natural disasters and tactical operations.

		This vehicle houses a bank of radios and a CAD console for dispatchers. This vehicle facilitates a remote command post for various events such as SnowGlobe, widespread power outages, and Wild Fires (Like Caldor). It gives the SLTPD a redundant dispatch center during a crisis.
F.	Authorized Use	Only persons trained on the use of the MCV should operate this vehicle. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander. Typically, a dispatcher or supervisor drives the MCV to the command post during an event. Situations in which the MCV would be authorized for use may include, but are not limited to, critical incidents, emergencies, natural disasters, tactical crises or community engagement events.
G.	Expected Lifespan	For the MCV, a 20 year lifespan on the chassis and vehicle structure. Radios and IT systems occasionally need upgrades and software maintenance.
H.	Fiscal Impact	Annual maintenance cost is minimal.
I.	Training	All MCV drivers are licensed and become familiarized with the vehicle's deployment capabilities before driving (including computers and radios).
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use the Mobile Command Vehicle only in a manner that respects the privacy of our community, adheres to state and federal law, and to provide for the safety of our community.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

6 **Battering rams, slugs and breaching apparatuses that are explosive in nature**

A.	Quantity	Zero.
B.	Cost	Not Applicable.
C.	General Description	Devices designed to defeat locking mechanisms and fortifications.
D.	Manufacturer's Description	Varies based upon item.
E.	Capabilities & Purpose	The SLTPD has no items in this category. No SLTPD vehicles have affixed rams or breaching apparatuses. During complex and high-risk SWAT missions, however, the SWAT team has requested mutual aid from the Tahoe-Douglas Bomb Squad for breaching purposes. Explosive breaching is a failsafe, rapid method for gaining access to a fortified or barricaded position. The method is important for certain high-risk events such as rescuing hostages or preventing complete barricading by a dangerous subject.
F.	Authorized Use	Explosive breaching is only used at the direction of the SWAT Team Leader or Incident Commander, with input from the Bomb Squad Commander, and only in specific circumstances.
G.	Expected Lifespan	Varies based upon item; not maintained by the SLTPD.

H.	Fiscal Impact	None.
I.	Training	These items are only deployed and utilized by trained EOD personnel with the Douglas County Bomb Squad.
J.	Legal and Procedural Rules	Breaching shall only be performed in a manner consistent with state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

7 **Distractionary Devices ("Flashbang" grenades)**

A.	Quantity	36.
B.	Cost	$25 per device.
C.	General Description	Devices which deflagrate to produce a flash of light and loud, concussive noise.
D.	Manufacturer's Description	A non-bursting, non-fragmenting multi-use device that produces a thunderous bang with an intense bright light. Ideal for distracting and disorienting dangerous suspects during assaults, hostage rescue, room entry or other high-risk situations. At 5 feet away, these devices create a sound at 162 decibels (for reference, fireworks are 140 decibels).
E.	Capabilities & Purpose	A distraction device is an important tool for distracting suspects during assaults, hostage rescue, room entry and other high-risk situations. The SWAT team has also used these devices to deter aggressive animals and prevent use of force. These devices produce a short term (4-8 second) period of disorientation to the suspect, which facilitates the safe entry of SWAT personnel into a dangerous situation. These devices do not explode or create shrapnel, nor are they designed to wound or hurt a subject. They can create an opportunity for officers to use less-lethal options rather than lethal force.
F.	Authorized Use	Diversionary Devices shall only be used: • By SWAT personnel who have been trained on their use • In tactical situations • In situations where there may be extreme risk to officers • In situations where their use would enhance officer safety or the safety of the public • Addressing potentially dangerous animals • During demonstrations or community outreach events
G.	Expected Lifespan	Until used.
H.	Fiscal Impact	No annual maintenance. The SWAT Team maintains a minimum inventory of 30 distractionary devices to maintain readiness for a response to a crisis.
I.	Training	Prior to use, officers must attend a diversionary device training conducted by POST-certified instructors.

J. Legal and Procedural Rules — It is the policy of the SLTPD that only SWAT operators use distractionary devices, and they must be used in a manner consistent with state and federal law.

K. Mutual Aid — Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

8 **Chemical Agents and Smoke canisters**

A. Quantity — 7 DefTec Flameless Tri-Chamber CS.
20 DefTec Flameless Expulsion CS.
18 DefTec Flameless Expulsion OC.
20 DefTec Maximum HC Smoke.

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 20 canisters of each type.

B. Cost — DefTec Flameless Tri-Chamber CS - $45 per canister.
DefTec Flameless Expulsion CS - $48 per canister.
DefTec Flameless Expulsion OC - $49 per canister.
DefTec Maximum HC Smoke - $38 per canister.

C. General Description — Canisters designed to deliver a payload of chemical agent for a variety of less-lethal situations.

D. Manufacturer's Description — DefTec #1032 Flameless Tri-Chamber CS canister:
The design of the Tri-Chamber Canister allows the canister to burn within an internal can and disperse the chemical agent safely with reduced risk of fire. The canister is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This canister will deliver approximately 0.7 oz of agent during its 20-30 second burn time. The Tri-Chamber Flameless Canister can be used in crowd control as well as tactical situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. The purpose of the Tri-Chamber Flameless Canister is to minimize the risk to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Canister offers the option of delivering a pyrotechnic chemical device indoors, while minimizing or negating the chance of fire to the structure.

DefTec #1082 Flameless Expulsion CS canister:
The CS Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical canisters, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65 inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

DefTec #2040 Flameless Expulsion OC canister:
The OC Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical canisters, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65

inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

DefTec #1069 Maximum HC Smoke canister:
The Military-Style Maximum Smoke canister comes from the Defense Technology #3 smoke canister. It is a slow burning, high volume, continuous discharge canister designed for outdoor use in crowd management situations. Emits red or yellow smoke for approximately 1.5 to 2 minutes.

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed below are launched as a projectile; the munitions listed in this section are hand-delivered canisters.

F. Authorized Use

Situations for use of the less lethal weapons systems may include, but are not limited, to:

- Dangerous or combative individuals
- Riots, civil unrest, hostile crowds
- Circumstances where a tactical advantage can be obtained
- Potentially dangerous animals
- Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force
- Training exercises or community outreach events

G. Expected Lifespan

5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing chemical agents are trained in their use by POST-certified less-lethal instructors.

J. Legal and Procedural Rules

Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).

K. Mutual Aid

Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

9 **40mm Launchers and Rounds**

A. Quantity

2 DefTec LMT single-shot launchers.
1 MilKor Multi-launcher.
50 Exact Impact rounds.
25 Liquid Barricade rounds.
14 Spede-Heat rounds.
16 Skat Shell rounds.

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 30 rounds of each type.

B.	Cost	DefTec launchers: $1,000 per launcher. MilKor multi-launcher: $4,265. Exact Impact rounds: $18 per round. Liquid barricade rounds: $23 per round. Spede-Heat rounds: $30 per round. Skat-Shell rounds: $28 per round.
C.	General Description	40mm Launcher: A class of devices designed to launch rounds 40mm in diameter 40mm Round: A class of low-velocity rounds designed for use in less-lethal situations
D.	Manufacturer's Description	DefTec launcher: The 40mm Single-Shot launcher is a single-shot launcher that features an expandable stock and a light rail. It will fire standard 40mm less lethal munitions up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round to varied distances and is only authorized to be used by approved and trained personnel. MilKor M32A1 40mm multi-launcher: The M32A1 is a handheld, gas plug operating, semi-automatic, revolving action, 40mm multi-shot grenade launcher (MSGL). The MilKor, USA 40mm MSGL is the highest quality, safest and most high performing 40mm MSGL on the market domestically and internationally. DefTec #6325 Exact Impact Sponge round: A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm canister launcher with a rifled barrel at 325 fps. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Exact Impact sponge round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target. DefTec #2260 Ferret Liquid Barricade round: A less-lethal 40mm round designed to penetrate barriers such as windows, hollow-core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside a structure or vehicle. In a tactical deployment situation, the 40mm ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. DefTec #6182 Spede-Heat CS Short Range round: The Spede-Heat CS short-range munition delivers one chemical canister of CS agent from a 40mm launcher up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd. DefTec #6172 Skat-Shell CS round: The Skat-Shell round is a 40mm round designed to deliver multiple canisters of a chemical agent from a 40mm launcher. It is designed for outdoor use and has fire-producing capabilities with a maximum range of 80-100 yards. The Skat-Shell is widely used as a crowd

		management tool for the rapid and broad deployment of a chemical agent by a singer grenadier. The Skat-Shell contains four separate and smaller munitions.
E.	Capabilities & Purpose	The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed here are launched as a projectile; the munitions listed in the previous section are hand-delivered.
F.	Authorized Use	Situations for use of the less lethal weapons systems may include, but are not limited, to: • Dangerous or combative individuals • Riots, civil unrest, hostile crowds • Circumstances where a tactical advantage can be obtained • Potentially dangerous animals • Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force • Training exercises or community outreach events
G.	Expected Lifespan	Launchers: 15 years. Rounds: 5 years from manufacture date.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST-certified less-lethal instructors.
J.	Legal and Procedural Rules	Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

LEGAL PUBLICATION

CITY OF SOUTH LAKE TAHOE
SUMMARY OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on April 5, 2022, the City of South Lake Tahoe City Council waived first reading, read by title and referred to second reading and adoption at the May 3, 2022, City Council meeting the following ordinance:

"Adoption of 'Military Equipment' Use Policy"

City Attorney's Summary of Ordinance:

"This ordinance adopts a 'military equipment' use policy as required by California Assembly Bill 481 (2021). In accordance with AB 481, the ordinance determines that the military equipment which is listed, including two unmanned, remotely powered ground vehicles, a mine resistant armor protected vehicle, a command and control vehicle, distractionary devices, chemical agents/smoke canisters, and 2 40mm launchers and rounds, are necessary for use by the South Lake Tahoe Police Department because there is no reasonable alternative that can achieve the same objective of officer and civilian safety."

A copy of the proposed ordinance in its entirety is available for review in the City Clerk's Office located at 1901 Lisa Maloff Way, South Lake Tahoe, California. To receive an electronic copy, contact the City Clerk at sblankenship@cityofslt.us

Susan Blankenship

Susan Blankenship
City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, Ca 96150
(530) 542-6005

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 7

Agenda Item: Professional Services Agreement with Black Eagle Consulting, Inc. for On-Call Construction Materials Testing and Inspection Assistance Services

Executive Summary: City Council will consider awarding a professional services agreement to Black Eagle Consulting, Inc. Carson City, NV, to provide on call construction support services for City projects for the 2022-2024 construction seasons.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Black Eagle Consulting, Inc. for On-Call Construction Materials Testing and Inspection Assistance Services in an amount not to exceed $143,315 .
Responsible Staff Members: Mark Frisina, Resident Engineer, and Randy Carlson, Associate Civil Engineer

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

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

Attachments:

01-Staff Report - Materials Testing and Inspection Assistance.docx
02-PSA Black Eagle Consulting
03-Black Eagle Consulting Proposal

City of South Lake Tahoe
Report to City Council

Meeting Date: May 3, 2022

Title: Professional Services Agreement for On-Call Construction Materials Field/Laboratory Testing and Inspection Assistance Services

Location: Citywide

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

Background: The Public Works Department routinely builds Erosion Control, Complete Streets, and Roadway Rehabilitation construction projects throughout the City. As a part of Public Works construction contracts, the City must ensure that that all construction methods and construction materials incorporated in and on a project are constructed and installed per the approved project plans, specifications, and all applicable codes. A major part of this process is the necessary utilization of a Materials Testing Laboratory to assist the City in assuring that all final materials incorporated into all City projects meet or exceed the requirements set forth in the plans and specifications of each individual project. The City is required and can only perform this necessary function with the assistance of a consulting firm with a certified materials laboratory through each season's projects.

The City has an aggressive three-year construction season plan that, at this time, includes seven individual projects with several projects slated to run semi-concurrently. The City's Resident Engineer has been tasked to oversee the construction of all seven projects over the three-year construction season. As a part of the Inspection, Testing, and materials laboratory support process, the City's Resident Engineer may require assistance with on-site/field observation duties to ensure each project is staffed properly during construction operations.

Issue and Discussion: On February 18, 2022, the Public Works Department advertised a Request for Proposals (RFP) for an on-call Material Testing and Inspection Firm that will assist the City's Resident Engineer through each of the three seasonal construction processes from 2022 through 2024. The RFP was advertised for four weeks, on the Planet Bid. 519 vendors were notified and 30 firms registered and downloaded the RFP. The city received three proposals.

Table A below lists the firms that submitted qualifications.

	Firm	Location
1	Black Eagle Consulting	Carson City, NV
2	Lumos & Associates	Carson City, NV
3	Construction Materials Engineers	Reno, NV

Table A – Firms submitting Proposals

All submittals received were distributed to four members of the evaluation team: Finance Department, Public Works, and Southwest Gas. Each one of the team members independently evaluated, then numerically scored each proposal based on criteria outlined in the RFP. The scores of the evaluators were then added to achieve a cumulative score which provided the ranking.

Table B below lists the scoring/rank.

Rank	Firm	Cumulative Score
1	Black Eagle Consulting	361
2	Lumos & Associates	298
3	Construction Materials Engineers	249

Table B – Cumulative Score and Rank

Upon review and scoring of the proposal submitted subsequent discussion, staff has determined Black Eagle Consulting, Inc. is capable and effectively understands the scope of work required to provide the services needed for the project as specified by the city. See Attachment 02 – Proposal.

The City typically enters multiple construction contracts each year that require contractors to construct each project in accordance with the approved plans and specifications. The City is responsible for ensuring that each of the seven projects are represented with Field and Laboratory Observation and testing to ensure all projects meet or exceed the construction standards and practices.

The proposed agreement with Black Eagle Consulting, Inc. for an on-call Materials Testing and Inspection Assistance Technician and Materials Testing Laboratory will allow the City to retain the professional services of a consultant that would assist the City's Resident Engineer with these requirements on behalf of the City. The proposed contract would remain active for a three-year period. It will allow the City to issue a work order for each upcoming construction season, rather than issue a new RFP and offer a new contract for each individual construction project. This will expedite part of the construction management process for the Public Works Department. Over the next three years, Public Works expects to construct the following projects and will utilize these services under this PSA:

1. Lake Tahoe Boulevard Class I Bicycle Trail Project
2. Tahoe Valley Greenbelt Stormwater Improvement Project, Phase I and Phase II
3. Annual Road Rehabilitation Project 2022
4. Barton and 2nd Street Drainage Improvement Project
5. Annual Road Rehabilitation Project 2023
6. Pioneer Trail Pedestrian Improvement Project Phase II
7. Annual Road Rehabilitation Project 2024

Financial Implications: Black Eagle Consulting, Inc. has proposed a cost schedule as outlined in the PSA in the total amount not to exceed $143,315. The Public Works Department proposes to initially fund this PSA with funds from account 301-50005-48030, the Road Overlay Program account. This account was selected because it will utilize this contract more than any of the other proposed construction projects. However, this account will not ultimately fund all the proposed projects. Each construction project will pay for their portion of the

services used as their funds become available, which is expected to be at the time of construction.

Environmental Considerations: There are no environmental considerations specific to retaining the services of an on-call Materials Testing and Inspection Firm. Each construction project that the Public Works Department will assign this consultant to assist the City's Resident Engineer on has already complied with CEQA, NEPA, or TRPA environmental requirements, as applicable to each project.

Policy Implications: Retaining the services of an on-call Materials Testing and Inspection Firm will allow the City to expedite in-house construction oversite activities. The consultant will also help ensure that each project is constructed according to the project plans and specifications.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 3rd day of May 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Black Eagle Consulting, Inc. ("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 3 years.

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 $143,315.00 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 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 Lisa Maloff Way
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 Consultant: Black Eagle Consulting, Inc
Shaun Smith, PE
4010 Technology Way, Suite D
Carson City, NV 89706

Provide a copy to:

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_____

Devin Middlebrook, Mayor

Date _____

CONSULTANT:

By _____

Shaun Smith, President

Date _____

Business License # 321632

APPROVED AS TO FORM:

By_____ Date _____

City Attorney

ATTEST:

By_____ Date _____

City Clerk

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

2022 - 2024 Project Summary (PROJECT)

	Type of Testing/Inspection		Test/Insp Item		Test/Insp	Site Tests Required						Lab Tests Required												Administration PM	Administration Assistant
					On Site	On Site						Soils				Concrete		Asphalt						Field and Lab	Field and Lab
		Unit of Measure			On-Site Testing/Inspection Assistance Hours	Soil Sample Pick-Up	Soils Density Testing	Concrete Sampling/Testing	Concrete Sample Pick-Up	Asphalt Testing/Coring		Soils Proctor	Soils Sieve Gradation	Soils Sand Equivalent	Soils R-Value	Concrete Cylinder Compressive Test-7,28	Concrete Cylinder Compressive Test - Hold	Asphalt Moisture	Asphalt Content	Asphalt Gradation	Asphalt Hveem	Asphalt Max. Theoretical	Asphalt Unit Wt.	Administration Hours	Administration Hours
01	Trench Bedding/Backfill																								
		LF	Storm Drain																						
		LF	Sewer Laterals																						
		LF	Electrical																						
		LF	Irrigation																						
02	Subgrade Soils																								
		LF	Curb & Gutter																						
		SF	ADA Ramps																						
		SY	Roadway																						
		SY	Sidewalk																						
		SY	Bike Path																						
03	Aggregate Base																								
		LF	Curb & Gutter																						
		SY	ADA Ramps																						
		SY	Roadway																						
		SY	Sidewalk																						
		SY	Bike Path																						
04	Portland Cement Concrete																								
		CY	Curb & Gutter																						
		CY	ADA Ramps																						
05	Asphalt Concrete																								
		SY	Sidewalk																						
		SY	Bike Path																						
		SY	Roadway																						
06	Plant Inspections																								
		EA	Concrete																						
		EA	Asphalt																						
	2022-2024 Proposed Totals				667	15	187	8	13	0		19	12	3	0	45	15	25	25	25	25	25	25	70	70
				All Inclusive Per-Hour	$160.00							$175.00	$110.00	$125.00		$25.00	$25.00	$0.00	$120.00	$100.00	$130.00	$100.00	$150.00	$135.00	$75.00
				Total:	$143,315.00						Each Total:	$3,325.00	$1,320.00	$375.00		$1,125.00	$375.00	$0.00	$3,000.00	$2,500.00	$3,250.00	$2,500.00	$3,750.00	$9,450.00	$5,250.00

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$143,315.00**
Travel and out-of-pocket expenses	**$0.00**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$143,315.00**

TIMELINE

Work will be completed as a part of the 2022, 2023 and 2024 Construction Seasons Project. Consultant will be notified of all work within 24-48 hours of when they are needed onsite to facilitate scheduling. Contract is expected to be completed by 5/2/2025.

BLACK EAGLE CONSULTING, INC.

SLT; On-Call MT & Inspection Assistance

ALL-INCLUSIVE PREVAILING WAGE RATES

The following lists a schedule of fees associated with engineering, materials testing, and construction testing and inspection support services. For projects lasting less than 4 weeks, invoices will be submitted upon project completion, while monthly invoices will be submitted for projects that last longer than 4 weeks. Overtime is defined as any hour of service provided in excess of 40 hours in a single week or any hour of service provided on a Saturday or Sunday. Any overtime work will be invoiced at time and one-quarter. Double time is defined as any hour of service provided on a holiday. Any double time work will be invoiced at double time.

SUPPORT SERVICE	RATE/HOUR	
President	$175.00	
Vice President	$175.00	
Senior Consultant	$175.00	
ENGINEERING:		
Division Manager	$165.00	
Project Manager	$135.00	
Project Engineer/Geologist	$125.00	
Engineering Technician	$ 95.00	
Drafting	$ 80.00	
MATERIALS TESTING:		
Division Manager	$145.00	
Senior Materials Technician	$100.00	
Materials Technician	$ 87.00	
Materials Technician Trainee	$ 75.00	
		PREVAILING WAGE
CONSTRUCTION TESTING AND INSPECTION:		
Division Manager	$155.00	
Project Manager	$135.00	
Field Manager/Assistant Project Manager	$110.00	
ICC Special Inspector	$ 98.00	**$160.00****
Senior Inspector	$ 95.00	**$160.00****
Inspector/Tester	$ 90.00	**$160.00****
TRAVEL AND EQUIPMENT:		
Vehicle	$ 8.00	**$0.00****
Mileage	$ 1.00/mile	**$0.00****
Per Diem	P.O.R.*	
Nuclear Densometer	$ 10.00	**$0.00****
Coring Machine	$ 50.00	**$0.00****
Pachometer	$ 20.00	**$0.00****
Torque Wrench	$ 20.00	**$0.00****
Skidmore-Wilhelm Bolt Tension	$ 20.00	**$0.00****
Ultrasonic Equipment	$ 25.00	**$0.00****
Thickness Gauge	$ 20.00	**$0.00****
Schmidt Hammer	$ 15.00	**$0.00****
Vane Shear	$ 15.00	**$0.00****
HERZ	$ 65.00	**$0.00****
ReMi Geophysical	$600.00/day	
Crosshole Sonic Logging	$500.00/day	
Floor Flatness Equipment + Labor	$200.00/Hour	
CLERICAL:		
Clerical/Word Processor	$ 75.00	
Computer	$ 0.00	
Supplies	Cost + 10%	
Copying	$ 0.20/page	
Color Copies: 8-1/2" x 11"	$ 0.50/page	
Color Copies: 11" x 17"	$ 2.00/page	
OUTSIDE SERVICES:	Cost + 10%	

BLACK EAGLE CONSULTING, INC.
SLT; On-Call MT & Inspection Assistance
ALL-INCLUSIVE PREVAILING WAGE RATES

TESTS	UNIT PRICE
SOILS TESTING:	
Moisture Content (ASTM D 2216)	$ 25.00/test
Moisture Content and Dry Density (ASTM D 2937)	$ 50.00/test
Atterberg Limit (ASTM D 4318)	$100.00/test
Minus 200 Wash (ASTM D 1140)	$ 80.00/test
Standard Sieve Analysis	$110.00/test
Hydrometer Analysis minus No. 10 (ASTM D 422)	$225.00/test
Soil Specific Gravity (ASTM D 854)	$ 95.00/test
R-Value, Untreated Field Sample (ASTM D 2844)	$300.00/test
▪ ¾" Batching	add $ 35.00/test
Consolidation, 4 points & 1 Rebound Point (ASTM D 2435)	$350.00/test
Direct Shear, UU, CU, CD (ASTM D 3080)	$350.00/test
Unconfined Compression (ASTM D 2166)	$100.00/test
Durability Index	$150.00/test
California Bearing Ratio	$700.00/test
Resistivity (Miller Soil Box)	$100.00/test
Standard Proctor Compaction (ASTM D 698)	
Method A or B (4-inch mold) or Method C (6-inch mold)	$175.00/test
Modified Proctor Compaction (ASTM D 1557)	
Method A or B (4-inch mold) or Method C (6-inch mold)	$185.00/test
Compaction Check Point (4-inch or 6-inch mold)	$ 60.00/test
Rock Correction (ASTM D 4718)	$ 95.00/test
Harvard Miniature (Nev T-101)	$250.00/test
Expansion Index	$180.00/test
AGGREGATE TESTING:	
Standard Sieve Analysis	$110.00/test
Atterberg Limit (ASTM D 4318)	$100.00/test
Moisture Content (ASTM D 2216)	$ 25.00/test
Specific Gravity Fine Aggregate with Absorption (ASTM C 128)	$ 95.00/test
Specific Gravity Coarse Aggregate with Absorption (ASTM C 127)	$ 95.00/test
Clay Lumps and Friable Particles (ASTM C 142)	$ 90.00/test
Flat and Elongated Particles (CRD 119, 120)	$ 80.00/test
Fractured Faces (Nev T-230)	$ 80.00/test
Sand Equivalent (ASTM D 2419)	$125.00/test
Cleanness Test of Aggregate	$125.00/test
Organic Impurities (ASTM C 40)	$ 75.00/test
Dry Unit Weight of Aggregate (ASTM C 29)	$ 60.00/test
Sodium Soundness of Aggregate (ASTM C 88)	$ 95.00/fraction
Los Angeles Rattler, 1.5 inch minus aggregate size (ASTM C 131) and Los Angeles Rattler, greater than 1.5-inch aggregate size (ASTM C 535)	$300.00/test
PORTLAND CEMENT TESTING:	
Compression of Concrete Cylinder (ASTM C 39)	$ 25.00/ea.
Compression of Grout Cylinder (UBC 24-28)	$ 25.00/ea.
Compression of Mortar Cylinder (UBC 24-22)	$ 25.00/ea.
Compression of Cored Concrete (ASTM C 42)	$ 50.00/ea.
Compression of Shotcrete per Core	$100.00/ea.
Flexural Strength of Concrete Beams (ASTM C 78, C 293)	$100.00/ea.
Splitting Tensile Strength of Concrete Cylinder (ASTM C 496)	$ 55.00/ea.

BLACK EAGLE CONSULTING, INC.
SLT; On-Call MT & Inspection Assistance
ALL-INCLUSIVE PREVAILING WAGE RATES

MASONRY TESTING:	
Compression of Masonry Unit (ASTM C 140) (Set of 3)	$210.00/set
Compression of Masonry Prism (ASTM C 1314)	$150.00/ea.
Shrinkage (Set of 3)	$450.00/set
Moisture (Set of 3)	$120.00/set
ASPHALT CONCRETE TESTING:	
Bitumen Content by Ignition	$120.00/test
Asphalt Gradation	$100.00/test
Marshall Stability and Flow, Compaction and Unit Weight (ASTM D 1559)	$230.00/test
Maximum Theoretical Specific Gravity (ASTM D 2041)	$100.00/test
Unit Weight of Asphalt Cores (ASTM D 2726)	$ 40.00/ea.
Hveem Compaction and Stability	$130.00/ea.
Hot Mix Asphalt Mix Design	P.O.R.*
CTB Mix Design	P.O.R.*
MISCELLANEOUS:	
Mobile Asphalt/Soils Testing Laboratory	P.O.R.*
Special Handling	$ 75.00/hour
Rush Charge	50% Additional Charge
Fireproofing	$ 75.00/test

ADDITIONAL INFORMATION

Laboratory test unit prices are based upon the average running time required for each test. Special research, sample or equipment preparation or laboratory consulting will be based upon hourly personnel charges. Fixed unit prices do not include extra preparation time for large bulk samples, saturated samples or extremely clayey samples. This time will be invoiced on a per-hour basis. Special report preparation and data presentation beyond industry standards will also be invoiced on a per-hour basis. Cost estimates for hourly charges will be provided on a project-specific basis upon request.

Any specialized testing not covered by this fee schedule will be developed or subcontracted out under Black Eagle Consulting, Inc. supervision. Costs for these tests will be time-and-materials. When applicable, subcontractors' fees will be invoiced at cost plus ten (10) percent.

All samples will be discarded thirty (30) days after submission of our report, unless otherwise directed by the client. Upon request, Black Eagle Consulting, Inc. will deliver samples to the client, shipping collect on delivery, or will store them for an agreed charge.

* Price on request
** A flat all-inclusive Prevailing Wage Rate including inspector/tester, vehicle, and equipment.

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: Black Eagle Consulting, Inc.
Shaun Smith, President

By:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center P.O Box 2110 Rancho Cordova CA 95670	**CONTACT NAME:** Amanda Cotton **PHONE (A/C, No, Ext):** 775-954-0409 **FAX (A/C, No):** 775-313-9653 **E-MAIL ADDRESS:** amanda.cotton@epicbrokers.com
INSURED BLACKEAGL Black Eagle Consulting, Inc. 1345 Capital Blvd., Suite A Reno NV 89502	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** Travelers Prop Casualty Co of America — 25674 **INSURER C :** The Phoenix Insurance Company — 25623 **INSURER D :** Employers Preferred Insurance Company — 10346 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1648367923 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6801J553541	6/1/2021	6/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA8R307231	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP7132Y64A	6/1/2021	6/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EIG291252802	10/16/2021	10/16/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Pollution Incident Liability			MCH288263279	3/22/2021	3/22/2022	Each Claim Aggregate Deductible	$2,000,000 $4,000,000 $30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Incident Liability Insurance is a shared limit with the Professional Liability limit

Re: All Contracts/Written Agreements between the Certificate Holder and the Insured. Additional Insured: City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements. Notice of cancellation to the certificate holder applies per the attached endorsement.

CERTIFICATE HOLDER

City of South Lake Tahoe
1740 D Street
South Lake Tahoe CA 96150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BLANKET ADDITIONAL INSURED**
B. **EMPLOYEE HIRED AUTO**
C. **EMPLOYEES AS INSURED**
D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
E. **TRAILERS – INCREASED LOAD CAPACITY**
F. **HIRED AUTO PHYSICAL DAMAGE**
G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
I. **WAIVER OF DEDUCTIBLE – GLASS**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **AUTO LOAN LEASE GAP**
M. **BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. **TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

   (a) $50,000;

   (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

   (a) Any "auto" that is hired, rented or borrowed with a driver; or

   (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. **WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. **PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

With respect to all employees subject to the workers' compensation laws of the state of NEVADA, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 10/16/2021 at 12:01 AM standard time, forms a part of

Policy No. EIG 2912528 02 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 31283

Issued to BLACK EAGLE CONSULTING, INC. Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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POLICY NUMBER: **6801J553541** ISSUE DATE: **06/01/2021**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice of Cancellation:**	30
NONRENEWAL:	**Number of Days Notice of Nonrenewal:**	30

PERSON OR ORGANIZATION: CONTINUE ON IL T8 00

ADDRESS: CONTINUE ON IL T8 00
RENO NV 89502

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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GENERAL PURPOSE ENDORSEMENT POLICY NUMBER: **6801J553541**

OFFICE PAC ISSUE DATE: **06/01/2021**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE FOR FORM IL T400

This endorsement modifies insurance provided under the following:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given but only if
1. You send us a written request to provide such notice including the name and address of such person or organization after the first Named Insured receives notice from us of the cancellation of this policy and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.
The address for that person or organization included in such written request from you to us.

Black Eagle Consulting, Inc.

Geotechnical and Construction Services

4010 Technology Way, Suite D
Carson City, Nevada 89706
(775) 222-0080
and
1345 Capital Boulevard, Suite A
Reno, Nevada 89502
(775) 359-6600
DUNS # 029907123
ssmith@blackeagleconsulting.com

Proposal No. 22-30150005 – RFP #1
2022-2024 Construction Season

City of South Lake Tahoe
On-Call
Materials Testing,
Construction Inspection Assistance,
Field/Laboratory Testing, and
Documentation

March 21, 2022

MESSAGE FROM OUR PRESIDENT

Dear Mr. Frisina:

As president of Black Eagle Consulting, Inc. (BEC), I am pleased to submit this Request for Proposal (RFP) to provide on-call construction materials testing, inspection assistance, and laboratory services to the City of South Lake Tahoe (City) for the 2022-2024 Construction Season. **Our President assigned as this Project's Engineer, Mr. Shaun Smith, P.E., LEED AP, and our Division Manager assigned as this Project's Manager, Mr. Tyler Hough, are fully committed to this project. Mr. Smith and Mr. Hough will not be removed from this project without prior approval by the City's Resident Engineer.** Since our inception in 1997, BEC has provided unmatched geotechnical engineering, materials testing, and inspection services to eastern California and northern Nevada. As a company, we are dedicated to our core values: Quality - Integrity - Accountability. These words create the foundation for all of the services that we provide.

Quality: A high level of value and degree of excellence.

At BEC, quality is achieved by providing vastly experienced and certified personnel to our clients. Each design/construction project is created of multiple complex phases. We carefully review the project schedule, break down each project phase, and assign the most qualified individuals to each critical path item. As you review our organizational chart and resumes of key personnel, you will see our depth and breadth of qualifications.

Integrity: Firm adherence to a code.

In the specialized world of engineering, inspection and testing integrity is imperative. Owners, operators, architects, engineers, contractors and the public rely on us to provide unbiased design and construction services that ensure practical, efficient and safe projects. As engineers, construction managers, inspectors, and testers, it is our job to analyze, verify, document, and communicate that the project guidelines are being followed and projects are built per the plans and specifications.

Accountability: An obligation or willingness to accept responsibility for one's actions.

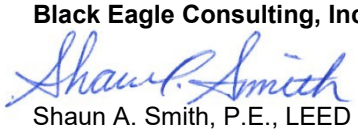
As individual members of a larger team, BEC understands the importance of accountability. We strive to provide responsible, accurate and reliable services to our clients. However, in the unlikely event that an unacceptable action or error occurs, we will accept responsibility and do our best to quickly resolve the situation.

As a company, we are extremely interested in continuing our wonderful relationship with the City on upcoming construction projects. We are committed to support the City Engineering Department's vision of "safeguarding life, health, property, and public welfare through review, design, bid, and construction of public improvement projects." Our goal is to provide the requested on-call materials testing and construction inspection services necessary to successfully deliver outstanding projects on time and on budget. The City has been a fantastic partner throughout our 25-year history; we enjoy working with the public works team to help produce a safe and sustainable City.

Thank you for the opportunity to submit this RFP. We look forward to the possibility of working with you again soon.

Sincerely,

Black Eagle Consulting, Inc.



Shaun A. Smith, P.E., LEED AP
President; Assigned Project Engineer

SAS:TH/ajd/clf

Attachment: Statement of Qualifications (SOQ)
Copies to: Addressee (via email and Dropbox link)

MESSAGE FROM THE ASSIGNED PROJECT MANAGER

Greetings Mark Frisina:

Black Eagle Consulting, Inc.'s Carson City, Nevada division is beyond ecstatic to submit this RFP to our neighbor the City. As Division Manager, I am writing with the purpose to provide insight regarding our team and capabilities assigned to this project. Our technical knowledge and expertise provide our team the confidence to support the safety and success of our clients' projects while enriching community development as a whole.

Similar to our Reno headquarters, our Carson City materials testing laboratory is fully equipped and prepared to consistently distribute written test results as well as immediately report verbal results as warranty for continual construction progress. Due to the resourceful dynamics of our division, our team is prepared to adapt and overcome potentially unanticipated construction circumstances; we understand the importance of our success as a whole is interdependent upon thriving individual team members, from technicians to administration.

As described by our President, we are highly motivated to demonstrate our core values by producing our best work product, testing results, and field reports to the City during the 2022-2024 construction season. Of upmost importance, is completing the City's projects safely and within projected budget and construction schedules. We are dedicated to reconstructing and rebuilding the City for the betterment of all who enjoy the Alpine Treasure.

Echoing our President, we thank you for the opportunity to continue our professional and mutually beneficial partnership with the City. Please enjoy this RFP.

Thank you for your time and consideration,

Black Eagle Consulting, Inc.

Tyler Hough

Tyler Hough
Division Manager; Assigned Project Manager

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Appendices

A - Resumes

B - Licenses and Certifications

C - Certificate of Insurance

D - Professional Service Agreement

1) Project Team and Project Experience

For the past 25 years, BEC provided geotechnical engineering, laboratory/field materials testing, and inspection services to eastern California and northern Nevada. Our technicians and personnel reside locally (e.g., Carson City, Douglas County, and Reno) and have worked together for decades. Our team is a conglomerate of licensed professional civil and geological engineers, geologists, construction engineers, International Code Council (ICC) certified inspectors, and Nevada Alliance for Quality Transportation Construction (NAQTC) and American Concrete Institute (ACI) certified materials testers. **Our laboratories are American Association of State Highway and Transportation Officials (AASHTO), Cement Concrete Reference Lab (CCRL), American Society for Testing and Materials (ASTM), and AASHTO Materials Reference Laboratory (AMRL) accredited and properly equipped** (see Appendix B).

We are knowledgeable in all aspects of roadway and highway design, construction, inspections, and materials testing to include but not limited to asphalt concrete (AC) rehabilitation and complex public works infrastructure projects. All of our employees are safely equipped with identifiable BEC vehicles, personal protection equipment, and materials testing equipment. While BEC's resources are sufficient to safely and successfully complete multiple large projects simultaneously; we know customer service and satisfaction is of upmost importance to our and our clients' success. Tyler Hough, the Assigned Project Manager, and his team are committed to succeeding at construction project milestones, responsive communication, personally attending meetings, and flexibility in order to prioritize site visits whenever the opportunity arises. Provided below are brief biographies of key personnel including their qualifications to service the City. Please note, a combination of all of BEC's personnel will be available during construction to support the City (see Organization chart p.4).



Mr. Shaun Smith, P.E., LEED AP – BEC President: Mr. Smith will be the Assigned Project Engineer and Principal in Charge; he will not be removed from this project without prior approval by the City's Resident Engineer. Mr. Smith possesses a Bachelor's of Science (BS) in Engineering Sciences from Montana Tech and is a licensed Professional Civil Engineer in California (License No.: C-71219) and Nevada (License No.:015819) with over 25 years of design inspection and project management experience in the region. His background and work experience include civil engineering design and laboratory and field testing/inspections, and project management. Mr. Smith possesses a wealth of construction knowledge working with both public and private sector clients, including federally funded projects. It is his responsibility to assure that projects are completed within budget and schedule as well as to the highest quality and accuracy standards.



Mr. Tyler Hough, NAQTC/ACI/ICC – Carson City Division Manager: Mr. Hough will be the Assigned Project Manager and the City's direct contact during construction projects, his cell phone number is: 775/762-2272; **he will not be removed from this project without prior approval by the City's Resident Engineer.** Mr. Hough is a 4th generation native Nevadan from Carson City who possesses 19 years of construction, materials testing, and inspection experience relating to roadways, highways, public works infrastructure, and private large-scale facilities in urban and rural environments. Mr. Hough is proficient in all aforementioned nationally recognized testing

methods related to the following: native subgrade, trench backfill, fill materials, import soils/aggregate base (AB) compaction testing; Portland cement concrete (PCC) field and laboratory materials and compressive strength testing; and AC materials testing and compaction field and laboratory testing/reporting. Upon review of drawings, plans, specifications, submittals, and schedules, Mr. Hough is responsible for ensuring safe project compliance and successfully completing projects within budget and on-time. Further, his roles and responsibilities will include, but are not limited to, the following:

- Personally attend project meetings.
- Develop a testing frequency matrix.
- Logging/updating testing matrix based upon performed field and laboratory tests.
- Direct communication with the City's Resident Engineer and BEC's field and laboratory technicians.
- Reviewing all construction materials submittals.
- Review, approve, and consistent delivery of all daily field reports, on-site test results, and laboratory test results.
- Review and approval of all invoicing for the City's construction projects.
- Maintain project budget and schedule related to materials testing.
- Staffing projects with the most certified and qualified materials testing/inspection technicians.



Mr. Richard Machado, NAQTC/ACI/ICC – Assistant Project Manager: Mr. Machado will be the Assigned Field Manager and will also act as a direct contact for the City, his cell phone number is: 775/901-8058; **he will not be removed from this project without prior approval by the City's Resident Engineer.** In 1985, Mr. Machado became a Fallon, Nevada, resident. He is an ICC and ACI certified special inspector and materials tester who possesses 10 years of inspection, materials testing, and construction experience. Mr. Machado is proficient in AASHTO, ASTM, AMRL, and CCRL methods related to the following: native subgrade, trench backfill, fill materials, import soils/AB compaction testing; PCC field and laboratory materials and compressive strength testing; and AC materials testing and compaction field and laboratory testing/reporting for public and private roadway, highway, infrastructure, and Engineer-of-Record (EOR) projects. In conjunction with the Assigned Project Manager, Mr. Machado is responsible for coordinating staffing, reviewing construction documentation, such as: testing frequency requirements, material submittals, and consistent delivery of reports and testing results to clients.



Ms. Lindsey Owens, P.E., NAQTC/ACI – Reno Laboratory Manager: Ms. Owens possesses 6 years of construction experience and is a Licensed Professional Engineer (License No.: 027759) with a BS in Civil Engineering and a Masters of Business Administration from the University of Nevada, Reno (UNR). Along with BEC's President and Carson City's Laboratory Manager, Ms. Owens is also responsible for training laboratory technicians and verifying testing results prior to report distribution to clients, maintaining calibration records for all laboratory equipment and accreditations in accordance with nationally recognized methods: AASHTO, AMRL, ASTM, CCRL, and the Army Corp of Engineers.



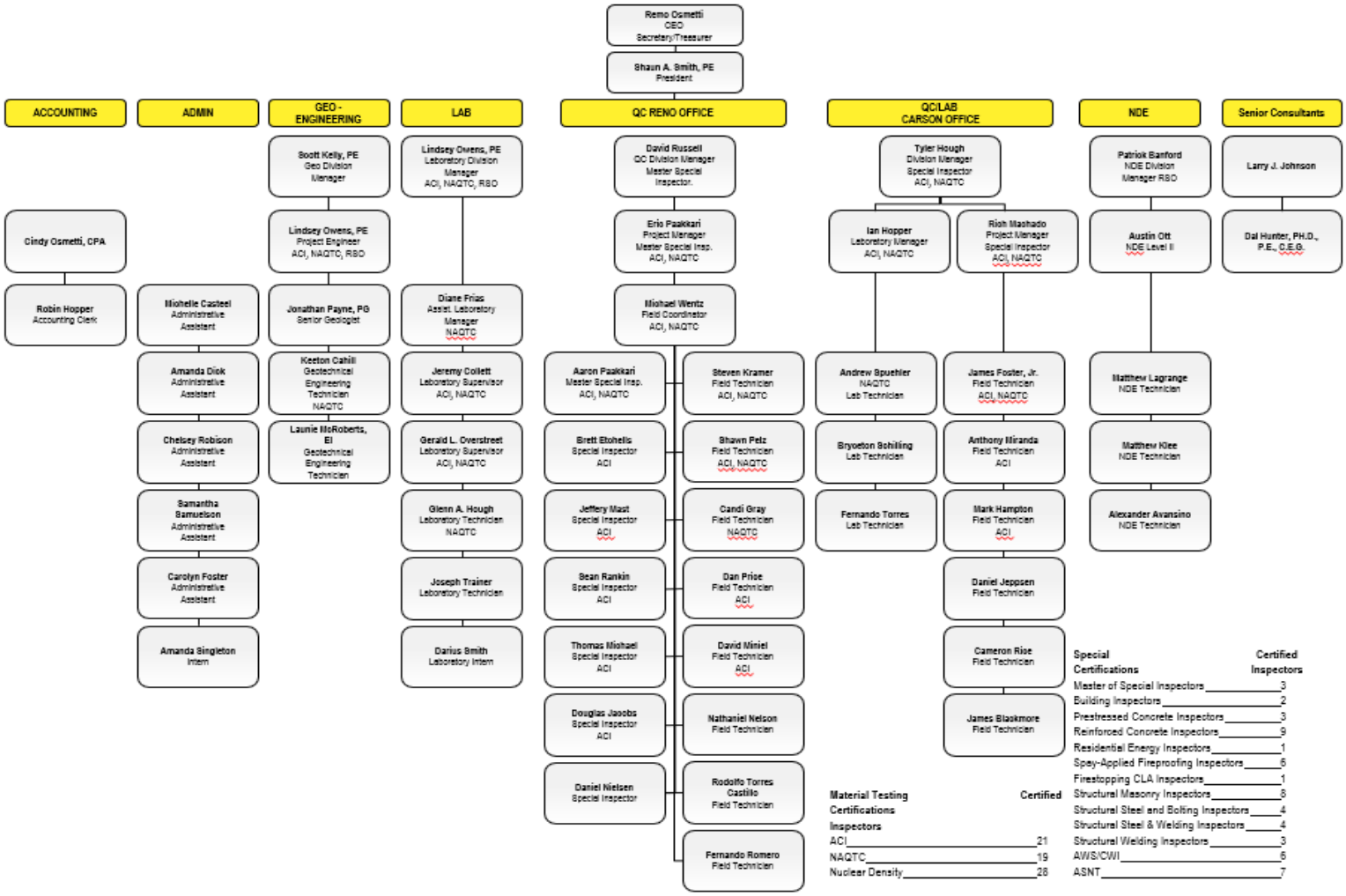
Mr. Ian Hopper, E.I., NAQTC/ACI – Carson City Laboratory Manager: Mr. Hopper will be the City's Assigned Laboratory Manager and responsible for all in-house laboratory testing and consistent report distribution; **he will not be removed from this project without prior**

approval by the City's Resident Engineer. Mr. Hopper possesses a BS in Civil Engineering from UNR and 5 years of construction and materials testing experience. Mr. Hopper is responsible for ensuring technicians perform materials testing in accordance with nationally recognized testing methods such as AASHTO, ASTM, AMRL, CCRL, and the Army Corp of Engineers. Mr. Hoper verifies laboratory results documentation for completeness prior to delivery to the Assigned Project Engineer for signature.

Mr. Mark Hampton, ACI/Federal Highway Association (FHWA) Contract Inspection (CI) Level 2 – Inspector/Field Technician/Materials Tester: Mr. Hampton recently joined BEC's team from North Dakota and brings with him 32 years of construction experience. Mr. Hampton is proficient in aforementioned nationally recognized testing methods related to the following: native subgrade, trench backfill, fill materials, import soils/AB compaction testing; PCC field and laboratory materials and compressive strength testing; and AC materials testing and compaction field and laboratory testing/reporting mainly pertaining to large-scale FHWA projects. He was accepted by the FHWA as a Level 2 CI Inspector.

BEC is fully committed to providing specifically qualified and certified team members to the City for the duration of the 2022-2024 construction season. Our organizational chart, provided below, is a visual representation of our company.





Regarding project experience, BEC has an established history of safely and successfully performing geotechnical engineering analysis in conformance with nationally recognized methods to produce quality assurance/acceptance (QA) materials sampling and testing, inspections, and 1704 Special Inspections (SI) programs of similar scope of work as the City's proposed 2022-2024 construction season projects. The following are brief project examples:



South Lake Tahoe 2021 Road Rehabilitation

South Lake Tahoe 2021 Road Rehabilitation (2021);

South Lake Tahoe, CA

In the summer of 2021, BEC provided on-site asphalt compaction and

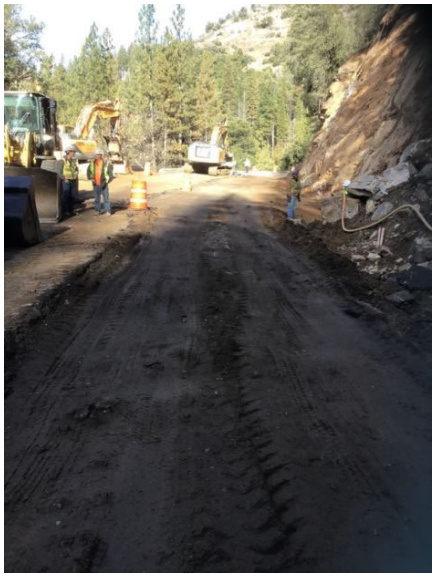
paving inspections as well as laboratory materials testing of the like for the above-referenced project. Asphalt samples were obtained by our certified field technicians and special inspectors and returned to our nationally accredited Carson City, NV, laboratory for extraction, sieve analysis, and theoretical specific gravity testing performed by NAQTC certified technicians. This roadway project was completed in August of 2021. Key technicians and their qualifications/certifications listed below:

Contact: Mr. Mark Frisina, the City's Resident Engineer (530) 542-7415

Construction Budget: $2,780,000.00 **BEC Budget:** $12,660.00

Key Personnel: ACI/APNGA HAZMAT/ICC/NAQTC/MSHA/OSHA certified Project Manager Tyler Hough and Field Technician/Special Inspector Richard Machado;
ACI/APNGA HAZMAT/ATSSA//NAQTC/MSHA/OSHA certified Laboratory Manager Ian Hopper

Yosemite National Park, Repairs on Wawona Road (2020); **Mariposa, CA**



Repairs on Wawona Road

During winter of 2020, BEC provided materials testing, inspections, and 1704 SI services for the for the above-referenced project. Our certified field technicians and inspectors performed density testing on native subgrade, trench backfill/fill materials for the storm drain(s), and the AB for asphalt paving. Our certified special inspectors inspected and documented the following: masonry headwalls, grout encasements within the rock anchors, and conducted pull-testing on rock anchors. Grout samples were obtained by our certified field technicians and returned to our Nationally accredited Carson City, NV, laboratory for compressive strength testing. Additionally, asphalt samples were obtained and tested for extraction, sieve analysis, and theoretical specific gravity. Further, AB samples were obtained and tested for maximum density, sieve analysis, and Atterberg limit tests. All aforementioned testing was performed by certified laboratory technicians. Key technicians and their qualifications/certifications listed below:

Contact: Ms. Antonia Rivera Holland, Genesis Design & Development, LLC (316) 293-6559

Construction Budget: Unknown **BEC Budget:** $12,485.00

Key Personnel: ACI/APNGA HAZMAT/ICC/NAQTC/MSHA/OSHA certified Project Manager Tyler Hough and Field Technician/Special Inspector Richard Machado;
ACI/APNGA HAZMAT/ATSSA//NAQTC/MSHA/OSHA certified Laboratory Manager Ian Hopper

CA FLAP NEC 40(1) Donner Pass Road (2021); **Soda Springs, CA**



Donner Pass Road

BEC provided full-time (FT) materials testing and inspection services for the above-referenced FHWA project which rehabilitated asphalt pavement and widened 6.54 miles of roadway shoulders for bike lanes from Exit 174 on Interstate 80 in Soda Springs to the Truckee City limits, CA. Per FP-14 specifications, our certified field technicians and inspectors performed FT materials testing services during asphalt paving as well as materials testing, inspections, and 1704 SI documentation. Specifically, they performed density testing of AB, native subgrade, and shoulder materials while also obtaining asphalt core samples to be tested for in-place density. All samples were delivered certified field to our nationally accredited laboratory in Reno, NV, for certified technicians to perform sieves, Proctors, Atterberg limit tests on utility backfill/AB/native subgrade/fill materials; extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties on asphalt samples; asphalt cores were tested for thickness and in-place air voids; and PCC cylinders were tested for compressive strength. Key technicians and their qualifications/certifications listed below:

Contact: Ms. Jessica Moomey, Herback General Engineering (775) 267-6800

Construction Budget: $16,903,511.00 **BEC Budget:** T&M $80,845.00

Key Personnel: ACI/APNGA HAZMAT/ICC/NAQTC/MSHA/OSHA certified Project Manager Tyler Hough and Field Technician/Special Inspector Richard Machado;
ACI/APNGA HAZMAT/ATSSA//NAQTC/MSHA/OSHA certified Laboratory Manager Ian Hopper

RTC Sparks Consolidated 19-01 (2019-2020); **Sparks, NV**

The above-referenced project corrected localized drainage deficiencies, reconstructed existing Americans with Disabilities Act (ADA) ramps and driveways, and removal and replacement of structural sections a spanning four roadways: 15th Street from C Street to Prater Way; Franklin Way from the Union Pacific Railroad crossing to E. Greg Street and Hulda Court; and sidewalk improvements on the east side of El Rancho Drive from G Street to Oddie Boulevard in Sparks, NV. Our certified special inspectors and field technicians performed materials testing, inspection, and 1704 SI services; specifically, as follows: density testing of native subgrade and backfill/AB/native subgrade/fill for curbs, gutters, sidewalks, pedestrian ramps, valley gutters, driveways, roadway shoulders, and catch basins; and special inspections of driveways reinforcing steel as well as obtained hot-mix asphalt during paving operations and returned them to our nationally accredited Reno, Nevada, laboratory for testing. NAQTC certified laboratory technicians performed sieves, Proctors, Atterberg limit tests on utility backfill AB/native subgrade/fill materials; extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties on hot-mix asphalt samples; asphalt cores were tested for thickness and

in-place air voids; and PCC cylinders were tested for compressive strength. Key technicians and their qualifications/certifications listed below:

Contact: Ms. Judy Tortelli, RTC, (775) 335-1824

Construction Budget: $1,400,000.00 **BEC Budget:** $82,058.00

Key Personnel: Project Engineer Shaun A. Smith, P.E., LEED AP;
ACI/APNGA HAZMAT/ICC/NAQTC/MSHA/OSHA certified Project Manager Tyler Hough and Field Technician/Special Inspector Richard Machado;
ACI/APNGA HAZMAT/ATSSA//NAQTC/MSHA/OSHA certified Laboratory Manager Ian Hopper

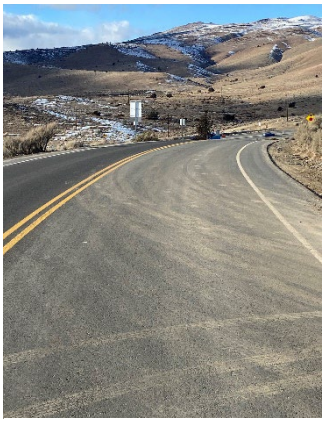
2020 Street Rehab – Unit 3 (2020); **Sparks, NV**

BEC provided EOR QA materials testing and inspection services for the above-referenced project located in Sparks, NV. The roadways affected were: Crabapple Hollow, Queens Way, Richards Place, and Windsurfer Drive. Certified special inspectors and field technicians performed density testing on native subgrade and AB materials for curb, gutter, sidewalk, driveways, ADA ramps, spandrels, storm drain improvements including drain inlets, electrical conduit, roadway pulverizing, asphalt patching, and placement of new asphalt paving. As a representative for the City of Sparks, BEC was responsible for verifying and enforcing compliance with RTC (*Orange Book*) and the City of Sparks standards for materials testing and inspections during construction and project documentation for as-built records. Key technicians and their qualifications/certifications listed below:

Contact: Ms. Amber Sosa / Mr. Brandon Baxter, City of Sparks (775) 762-6337

Construction Cost: $700,000.00 **BEC Budget:** $28,000.00

Key Personnel: ACI/APNGA HAZMAT/ICC/NAQTC/MSHA/OSHA certified Project Manager Tyler Hough and Field Technician/Special Inspector Richard Machado;
ACI/NAQTC/OSHA/APNGA Steven Kramer, Tony Miranda
ACI/APNGA HAZMAT/ATSSA//NAQTC/MSHA/OSHA certified Laboratory Manager Ian Hopper



Flint Road

Flint Road Reconstruction (2020); **Carson City, NV**

The above-referenced project involved the reconstruction of Flint Road located between US Highway 50 (US 50) and Eastgate Siding Road in Carson City, NV. certified special inspectors and field technicians performed on-site materials testing to include density testing of roadway AB materials and obtained hot-mix asphalt samples and cores during paving and returned to our nationally accredited Carson City, NV, laboratory for testing. Certified laboratory technicians performed: sieve analysis, Atterberg limits, and maximum density (Proctor) testing on AB materials; bituminous ratio, maximum specific gravity and gradation testing on hot-mix asphalt; and in-place density, and thickness tests on asphalt cores. Key technicians and their qualifications/certifications listed below:

Contact: Mr. Brian Elder, P.E., Carson City Public Works Department (775) 283-7586

Construction Cost: $433,888.00 **BEC Budget:** $6,927.50

Key Personnel: Project Engineer Shaun Smith, P.E., LEED AP;
ACI/APNGA HAZMAT/ICC/NAQTC/MSHA/OSHA certified Project Manager Tyler Hough and Field Technician/Special Inspector Richard Machado;
ACI/APNGA HAZMAT/ATSSA//NAQTC/MSHA/OSHA certified Laboratory Manager Ian Hopper

Arizona Pipeline (APL) Testing As Ordered (2018-Present); **Various Locations, NV**

In 2018, BEC began its partnership with APL to conduct on-site materials (native subgrade, trench backfill, fill, import/AB) density testing for natural gas line replacement all over the Truckee-Meadows region. During the past 4 years, APL has expanded its operations to include a Las Vegas and Corona offices. Work is ongoing and invoiced per T&M standardized rates. Key technicians and their qualifications/certifications listed below:

Contact: Mr. Joe Vera, APL (760) 559-7166

Construction Cost: ON-GOING **BEC Budget:** T&M

Key Personnel: ACI/APNGA HAZMAT/ICC/NAQTC/MSHA/OSHA certified Project Manager Tyler Hough and Field Technician/Special Inspector Richard Machado;
APNGA/ACI/NAQTC/OSHA certified Fields Technicians James Foster, Bryceton Schilling, Fernando Torres, and Tony Miranda;
ACI/NAQTC/OSHA/ATSSA certified field/laboratory technician Ian Hopper

Additional Applicable Projects in Lake Tahoe Basin			
2021	West Lake Tahoe Regional Water Treatment Plant (TCUPD)	2017	Madden Creek Waterline Project (TCUPD)
2021	Incline Village Waste Water Treatment Plant, Deconstruct Facility (IVGID)	2017	Diamond Peak Lodgepole Drainage Emergency Repairs (IVGID)
2022	Carson City Public Works Dept. On-Call Services FY 2022	2017	Carson City Freeway Multi-Use Path
2021	Roundhill Pines Resort Redevelopment Phase 2, Zephyr Cove, NV	2018	Boulder Bay, Buildings B, C, and D Parking Structure and Lakeview Extension
2020	Tahoe City Golf Course and Maintenance Facility	2020	Tahoe City Sidewalk and Bike Trail Option X CA FLAP SR 89 (2)
2021	The Villas at the Edgewood Resort	2019	Tahoe Beach Club Sanitary Sewer Intercpetor

2) Project Approach and Understanding

We are familiar with scope of work requiring on-call construction materials testing, construction inspection assistance, and field/laboratory testing and documentation for the City's proposed public works projects for the 2022-2024 construction season. All field sampling and testing will be provided in accordance with the contract specifications or, if not specified, work performed will adhere to the *City's Quality Assurance Program (QAP) for projects funded by the Federal Highway Administration* (December 2021). As contained in the QAP, the purpose of the program is to provide the City assurance that materials incorporated into construction projects are safe by being in conformance with each project's specifications. The Assigned Project Manager, Mr. Tyler Hough, intends

to work closely with the City's Inspectors and Resident Engineer to develop a sampling and materials testing QA program to assure compliance within each projects' specifications. Moreover, the Assigned Project Engineer, Mr. Shaun Smith, is a California registered civil engineer (License No.: C-71219) and oversees and ensures AASHTO, ASTM, AMRL, and CCRL accreditation for each BEC laboratory are active and technicians conduct materials in conformance with (Appendix B).

The following are brief descriptions of the proposed 2022-2024 construction season projects as obtained from the City's and Lake Tahoe Information websites.[1]

The Lake Tahoe Boulevard Class I Bicycle Project will construct a bicycle trail, install ramps that are compliant with ADA requirements, and new pathway lighting along a 0.6-mile segment. The project is located between Viking Way and the intersection of Highway 89 and US 50, in City of South Lake Tahoe, El Dorado County. The scope of work includes, but is not limited to: traffic control, demolition of existing AC pavement, PCC curbs, gutters, and HC ramps, construction staking, grading, compaction, new concrete curb & gutter, ADA concrete HC ramps, storm drain system construction (drainage inlets, manholes, yard drains, storm drain laterals, storm drain main), electrical conduit, electrical pull boxes, standard City streetlights, AC paving, pavement striping, signage, landscaping, irrigation, installing revegetation and/or sod on areas disturbed by construction activity. The estimated preliminary construction costs are approximately $3,500,000.



Future Bike Path Location Eastbound Lake Tahoe Blvd.


Stagnant Water and Damage to PCC and Asphalt

The Tahoe Valley Stormwater and Greenbelt Improvement Project is located south and east of the "Y" intersection on the west side of the City and consists of a 320-acre Project drainage area that is bisected by the US 50 and State Route 89 (SR 89) corridors. The Project area is a priority for treatment as storm water runoff discharges directly to the Upper Truckee River, which drains to Lake Tahoe. The purpose of the Project is to improve and expand existing storm water infrastructure and to develop recreational amenities by increasing pedestrian and bicycle connectivity. The project includes stream environment zone restoration, storm water conveyance and infiltration facilities, multiple-use Class I trails, interpretive signage, play areas, and potential public art installations. Total project cost estimates are approximately $14,000,000.

[1] The City at Work | South Lake Tahoe, CA - Official Website (cityofslt.us) & Tahoe-Valley-Area-Plan-Final-Public-Review (cityofslt.us)

The Barton Avenue and 2nd Street drainage project includes constructing stormwater improvements based on low impact development (LID) principles to restore natural hydrologic processes to address localized flooding and reduce urban runoff pollution. To address flooding, erosion and sediment issues in an urbanized area, the project includes stabilizing road shoulders with permeable pavement and strategically placed concrete curbs to protect bare soil on road shoulder area and direct urban runoff to drain inlets within the project area. Stormwater runoff will then be directed via underground storm drain inlets, sediment traps, and pipes to the stormwater treatment basin (2nd Street Basin) planted with native vegetation to remove nutrients and sediment from runoff. All improvements will be constructed within the public right-of-way and public lands owned by the California Tahoe Conservancy (CTC).



PCC Damage and Alligator Cracking Asphalt Eastbound Lake Tahoe Blvd.

The Pioneer Trail Pedestrian Improvement Project Phase II includes pedestrian sidewalks, lighting, transit stops, and class II bike lanes from the limits of the completed Phase 1 project (Larch Avenue) to the western limits of Ski Run Boulevard (+.45 Center line Miles). The estimated preliminary construction costs are approximately $4,500,000.

Pioneer Trail



Our entire company vigorously approaches each project assignment, as visualized by our organizational chart (p. #), BEC currently employs a staff of 58 who are qualified and possess a mixture of ICC/AWS/ACI/NAQTC/OSHA/MSHA/APNGA Hazmat/ASNT/and ATSSA Traffic Control Supervisor certifications and are motivated to serve the City. Our geotechnical engineering division consists of multiple Licensed Professional Engineers, a Professional Geologist, and geologists who work interpedently with the QC division.

In an effort to oversee safe, efficient, and successful projects to completion, BEC operates responsively with transparent interdependence. While BEC's Carson City Division may consist of fewer employees than competitors; the workforce directly supporting the Assigned Project Manager, Tyler Hough, possesses vast and diverse experience. Working in conjunction with Mr. Hough, is qualified and certified Assigned Field Manager, Mr. Richard Machado, who as a member of the BEC team brings Hot-Shot Firefighting communication skills and experience. He is also responsible for assigning appropriately certified technicians to complete project specific tasks, reviews field technicians daily project documentation for completeness and construction specification compliance, coordinates laboratory testing to meet project milestones, verifies testing results for completeness and project-specification compliance, and will also be available for direct communication with the City.



Carson City BEC Staff Documenting PCC Cylinders for Compressive Strength Testing

The ACI/NAQTC/OSHA/MSHA/APNGA Hazmat/ATSSA Traffic Control Supervisor certified Assigned Laboratory Manager, Mr. Ian Hopper, works in conjunction with the Managers identified above and Reno's Laboratory Manager who is a Licensed Professional Engineer (No. 027759), Ms. Lindsey Owens, P.E. to maintain national accreditations and ensure laboratory tests are conducted in an organized, efficient fashion as well as performed within parameters of AASHTO, ASTM, AMRL, and CCRL methods.

Carson City's Office Manager, Ms. Amanda Dick, recently returned to BEC after an 8-year hiatus to serve the City of Reno Parks and Recreation and Washoe County's judiciary as the Courtroom Technician primarily assigned to Department 15. Ms. Dick began her career in public service as a teenager in the City of Elko, Nevada, Finance Department and brings with her to BEC meticulous attention to detail and a tireless work ethic to develop systematic organization to ensure consistent distribution of on-site project documentation and testing results to the City. Supporting all previously identified staff and reporting directing to Mr. Hopper and Ms. Dick is Clerical/Laboratory Administrator Ms. Carolyn Foster whose employment in engineering consulting firms began in the 1980s. Ms. Foster's thorough attention to laboratory testing results and customer service is paramount to the success of BEC's Carson City Division.



Carson City BEC Laboratory Staff Performing Proctor Testing

BEC's project approach is simple: **COMMUNICATION AND TRANSPARENCY ARE EVERYTHING**. We ensure we are in receipt of all project-specific materials: drawings, plans, specifications, submittals, and schedules and every document is properly retained electronically and physically. While we strive for rapid production and distribution of all *written* field reports and laboratory test results, our main focus is accuracy and completeness prior to client delivery. Managers are always available to provide *verbal* reporting as warranty for construction progression. Before all else, we want projects done safely and correctly to project specifications. We know communication is key and every member of our team needs to be in the "Know" as well as the City regarding its projects.

WE HAVE THE APPROPRIATE TOOLS AND TRAINING TO PROPERLY USE THEM. Upon employment our field technicians and inspectors are issued BEC calibrated iPads and accessories to access GoCanvas software to paperless complete written reports on-site whenever possible. Additionally, all our technicians are APNGA Hazmat certified to possess and use portable nuke gauges to perform on-site materials density testing. As

efficiently as BEC produces results, we prioritize safety during construction projects. While our staff may be fewer numerically, we possess a compilation wide ranging skills and experience because of our diversity backgrounds. We cannot wait to demonstrate our abilities and work product to the City.

3) Preliminary Budget

BEC knows time is money. To financially benefit our clients, we develop strategic budgets with the intention to make our site visits as productive as possible. For the City's 2022-2024 construction season, we propose a budget of **$143,315.00** to perform materials testing, laboratory testing, and inspection services. A portion of this cost estimate, **$106,720.00**, is associated with on-site materials testing and inspections. The remaining portion, **$36,595.00**, is associated with in-house project management, administrative assistance, a laboratory testing.

On-Site Testing and Inspection

Estimated Cost: $106,720.00

- Based upon the 2022 – 2024 Project Summary Spreadsheet we have budgeted for our inspector to perform a total of **667** hours on-site for materials testing and inspections. We have included an all-inclusive Prevailing Wage Rate of **$160.00** per-hour; BEC's itemized rate schedule provided below. This all-inclusive rate accounts for equipment, travel time, vehicles and mileage, and meals. Further, overtime will be billed at a rate of **1.25** multiplier per-hour of our all-inclusive Prevailing Wage Rate.
- Please note, the aforementioned all-inclusive Prevailing Wage Rate reflects El Dorado County, California's, predetermined rate increases through December 31, 2024.

Laboratory Testing

Estimated Cost: $36,595.00

- We have budgeted for **19** soil/aggregate samples to be tested for modified proctor at **$175.00** each.
- We have budgeted for **12** soil/aggregate samples to be tested for gradation at **$110.00** each.
- We have budgeted for **3** soil/aggregate samples to be tested for sand equivalent at **$125.00** each.
- We have budgeted for **15** sets (5 per-set) of concrete cylinders be tested for compressive strength at **$125.00** per set.
- We have budgeted for **25** asphalt cement samples to be tested for moisture and asphalt content at **$120.00** each.
- We have budgeted for **25** asphalt cement samples to be tested for gradation at **$110.00** each.
- We have budgeted for **25** asphalt cement samples to be tested for Hveem at **$130.00** each.
- We have budgeted for **25** asphalt cement samples to be tested for maximum theoretical specific gravity (Rice) at **$100.00** each.
- We have budgeted for **25** sets (3 per-set) of asphalt cement core samples to be tested for in place unit weight at **$125.00** each set.

As directed, a table listing the fee for each materials sampling/laboratory test and on-site testing and observation/inspection assistance hours including documentation items for all staff, including administrative, that will be assigned to perform services is provided below. For convenience and transparency, BEC's itemized all-inclusive Prevailing Wage Rates Schedule is also provided below.

Thank you for the opportunity to submit this RFP; BEC anticipatedly awaits the City's formal written selection process scheduled for April 11th. If there are any questions during the meantime; we are happy to be of service.

2022 - 2024 Project Summary (PROJECT)

	Type of Testing/Inspection		Test/Insp Item		Test/Insp	Site Tests Required						Lab Tests Required												Administration PM	Administration Assistant
					On Site	On Site						Soils				Concrete		Asphalt						Field and Lab	Field and Lab
		Unit of Measure			On-Site Testing/Inspection Assistance Hours	Soil Sample Pick-Up	Soils Density Testing	Concrete Sampling/Testing	Concrete Sample Pick-Up	Asphalt Testing/Coring		Soils Proctor	Soils Sieve Gradation	Soils Sand Equivalent	Soils R-Value	Concrete Cylinder Compressive Test-7,28	Concrete Cylinder Compressive Test - Hold	Asphalt Moisture	Asphalt Content	Asphalt Gradation	Asphalt Hveem	Asphalt Max. Theoretical	Asphalt Unit Wt.	Administration Hours	Administration Hours
01	Trench Bedding/Backfill																								
		LF	Storm Drain																						
		LF	Sewer Laterals																						
		LF	Electrical																						
		LF	Irrigation																						
02	Subgrade Soils																								
		LF	Curb & Gutter																						
		SF	ADA Ramps																						
		SY	Roadway																						
		SY	Sidewalk																						
		SY	Bike Path																						
03	Aggregate Base																								
		LF	Curb & Gutter																						
		SY	ADA Ramps																						
		SY	Roadway																						
		SY	Sidewalk																						
		SY	Bike Path																						
04	Portland Cement Concrete																								
		CY	Curb & Gutter																						
		CY	ADA Ramps																						
05	Asphalt Concrete																								
		SY	Sidewalk																						
		SY	Bike Path																						
		SY	Roadway																						
06	Plant Inspections																								
		EA	Concrete																						
		EA	Asphalt																						
	2022-2024 Proposed Totals				667	15	187	8	13	0		19	12	3	0	45	15	25	25	25	25	25	25	70	70
				All Inclusive Per-Hour	$160.00							$175.00	$110.00	$125.00		$25.00	$25.00	$0.00	$120.00	$100.00	$130.00	$100.00	$150.00	$135.00	$75.00
				Total:	$143,315.00						Each Total:	$3,325.00	$1,320.00	$375.00		$1,125.00	$375.00	$0.00	$3,000.00	$2,500.00	$3,250.00	$2,500.00	$3,750.00	$9,450.00	$5,250.00

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ALL-INCLUSIVE PREVAILING WAGE RATES

The following lists a schedule of fees associated with engineering, materials testing, and construction testing and inspection support services. For projects lasting less than 4 weeks, invoices will be submitted upon project completion, while monthly invoices will be submitted for projects that last longer than 4 weeks. Overtime is defined as any hour of service provided in excess of 40 hours in a single week or any hour of service provided on a Saturday or Sunday. Any overtime work will be invoiced at time and one-quarter. Double time is defined as any hour of service provided on a holiday. Any double time work will be invoiced at double time.

SUPPORT SERVICE	RATE/HOUR	
President	$175.00	
Vice President	$175.00	
Senior Consultant	$175.00	
ENGINEERING:		
Division Manager	$165.00	
Project Manager	$135.00	
Project Engineer/Geologist	$125.00	
Engineering Technician	$ 95.00	
Drafting	$ 80.00	
MATERIALS TESTING:		
Division Manager	$145.00	
Senior Materials Technician	$100.00	
Materials Technician	$ 87.00	
Materials Technician Trainee	$ 75.00	
		PREVAILING WAGE
CONSTRUCTION TESTING AND INSPECTION:		
Division Manager	$155.00	
Project Manager	$135.00	
Field Manager/Assistant Project Manager	$110.00	
ICC Special Inspector	$ 98.00	**$160.00****
Senior Inspector	$ 95.00	**$160.00****
Inspector/Tester	$ 90.00	**$160.00****
TRAVEL AND EQUIPMENT:		
Vehicle	$ 8.00	**$0.00****
Mileage	$ 1.00/mile	**$0.00****
Per Diem	P.O.R.*	
Nuclear Densometer	$ 10.00	**$0.00****
Coring Machine	$ 50.00	**$0.00****
Pachometer	$ 20.00	**$0.00****
Torque Wrench	$ 20.00	**$0.00****
Skidmore-Wilhelm Bolt Tension	$ 20.00	**$0.00****
Ultrasonic Equipment	$ 25.00	**$0.00****
Thickness Gauge	$ 20.00	**$0.00****
Schmidt Hammer	$ 15.00	**$0.00****
Vane Shear	$ 15.00	**$0.00****
HERZ	$ 65.00	**$0.00****
ReMi Geophysical	$600.00/day	
Crosshole Sonic Logging	$500.00/day	
Floor Flatness Equipment + Labor	$200.00/Hour	
CLERICAL:		
Clerical/Word Processor	$ 75.00	
Computer	$ 0.00	
Supplies	Cost + 10%	
Copying	$ 0.20/page	
Color Copies: 8-1/2" x 11"	$ 0.50/page	
Color Copies: 11" x 17"	$ 2.00/page	
OUTSIDE SERVICES:	Cost + 10%	

BLACK EAGLE CONSULTING, INC.
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ALL-INCLUSIVE PREVAILING WAGE RATES

TESTS	UNIT PRICE
SOILS TESTING:	
Moisture Content (ASTM D 2216)	$ 25.00/test
Moisture Content and Dry Density (ASTM D 2937)	$ 50.00/test
Atterberg Limit (ASTM D 4318)	$100.00/test
Minus 200 Wash (ASTM D 1140)	$ 80.00/test
Standard Sieve Analysis	$110.00/test
Hydrometer Analysis minus No. 10 (ASTM D 422)	$225.00/test
Soil Specific Gravity (ASTM D 854)	$ 95.00/test
R-Value, Untreated Field Sample (ASTM D 2844)	$300.00/test
▪ ¾" Batching	add $ 35.00/test
Consolidation, 4 points & 1 Rebound Point (ASTM D 2435)	$350.00/test
Direct Shear, UU, CU, CD (ASTM D 3080)	$350.00/test
Unconfined Compression (ASTM D 2166)	$100.00/test
Durability Index	$150.00/test
California Bearing Ratio	$700.00/test
Resistivity (Miller Soil Box)	$100.00/test
Standard Proctor Compaction (ASTM D 698)	
Method A or B (4-inch mold) or Method C (6-inch mold)	$175.00/test
Modified Proctor Compaction (ASTM D 1557)	
Method A or B (4-inch mold) or Method C (6-inch mold)	$185.00/test
Compaction Check Point (4-inch or 6-inch mold)	$ 60.00/test
Rock Correction (ASTM D 4718)	$ 95.00/test
Harvard Miniature (Nev T-101)	$250.00/test
Expansion Index	$180.00/test
AGGREGATE TESTING:	
Standard Sieve Analysis	$110.00/test
Atterberg Limit (ASTM D 4318)	$100.00/test
Moisture Content (ASTM D 2216)	$ 25.00/test
Specific Gravity Fine Aggregate with Absorption (ASTM C 128)	$ 95.00/test
Specific Gravity Coarse Aggregate with Absorption (ASTM C 127)	$ 95.00/test
Clay Lumps and Friable Particles (ASTM C 142)	$ 90.00/test
Flat and Elongated Particles (CRD 119, 120)	$ 80.00/test
Fractured Faces (Nev T-230)	$ 80.00/test
Sand Equivalent (ASTM D 2419)	$125.00/test
Cleanness Test of Aggregate	$125.00/test
Organic Impurities (ASTM C 40)	$ 75.00/test
Dry Unit Weight of Aggregate (ASTM C 29)	$ 60.00/test
Sodium Soundness of Aggregate (ASTM C 88)	$ 95.00/fraction
Los Angeles Rattler, 1.5 inch minus aggregate size (ASTM C 131) and Los Angeles Rattler, greater than 1.5-inch aggregate size (ASTM C 535)	$300.00/test
PORTLAND CEMENT TESTING:	
Compression of Concrete Cylinder (ASTM C 39)	$ 25.00/ea.
Compression of Grout Cylinder (UBC 24-28)	$ 25.00/ea.
Compression of Mortar Cylinder (UBC 24-22)	$ 25.00/ea.
Compression of Cored Concrete (ASTM C 42)	$ 50.00/ea.
Compression of Shotcrete per Core	$100.00/ea.
Flexural Strength of Concrete Beams (ASTM C 78, C 293)	$100.00/ea.
Splitting Tensile Strength of Concrete Cylinder (ASTM C 496)	$ 55.00/ea.

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ALL-INCLUSIVE PREVAILING WAGE RATES

MASONRY TESTING:	
Compression of Masonry Unit (ASTM C 140) (Set of 3)	$210.00/set
Compression of Masonry Prism (ASTM C 1314)	$150.00/ea.
Shrinkage (Set of 3)	$450.00/set
Moisture (Set of 3)	$120.00/set
ASPHALT CONCRETE TESTING:	
Bitumen Content by Ignition	$120.00/test
Asphalt Gradation	$100.00/test
Marshall Stability and Flow, Compaction and Unit Weight (ASTM D 1559)	$230.00/test
Maximum Theoretical Specific Gravity (ASTM D 2041)	$100.00/test
Unit Weight of Asphalt Cores (ASTM D 2726)	$ 40.00/ea.
Hveem Compaction and Stability	$130.00/ea.
Hot Mix Asphalt Mix Design	P.O.R.*
CTB Mix Design	P.O.R.*
MISCELLANEOUS:	
Mobile Asphalt/Soils Testing Laboratory	P.O.R.*
Special Handling	$ 75.00/hour
Rush Charge	50% Additional Charge
Fireproofing	$ 75.00/test

ADDITIONAL INFORMATION

Laboratory test unit prices are based upon the average running time required for each test. Special research, sample or equipment preparation or laboratory consulting will be based upon hourly personnel charges. Fixed unit prices do not include extra preparation time for large bulk samples, saturated samples or extremely clayey samples. This time will be invoiced on a per-hour basis. Special report preparation and data presentation beyond industry standards will also be invoiced on a per-hour basis. Cost estimates for hourly charges will be provided on a project-specific basis upon request.

Any specialized testing not covered by this fee schedule will be developed or subcontracted out under Black Eagle Consulting, Inc. supervision. Costs for these tests will be time-and-materials. When applicable, subcontractors' fees will be invoiced at cost plus ten (10) percent.

All samples will be discarded thirty (30) days after submission of our report, unless otherwise directed by the client. Upon request, Black Eagle Consulting, Inc. will deliver samples to the client, shipping collect on delivery, or will store them for an agreed charge.

* Price on request

** A flat all-inclusive Prevailing Wage Rate including inspector/tester, vehicle, and equipment.

APPENDICES

APPENDIX A

Resumes

Shaun Smith, P.E., LEED AP

President; Assigned Project Engineer



Mr. Smith is a Civil Engineer with over 25 years of design and construction project management experience in northern Nevada. His background and previous work experience include civil engineering design, project management and business development. Mr. Smith has a wealth of design knowledge in working with both public and private sector clients. Mr. Smith is a licensed professional engineer in Nevada and California, and in 2007 he was recognized as the American Society of Civil Engineers, Truckee Meadows Branch, Young Engineer of the Year. Mr. Smith is an active member of the American Society of Civil Engineers, American Public Works Association, and the Associated General Contractors of America. As President, it is his responsibility to assure that projects are completed on time, within budget, and to the highest quality and accuracy standards.

Black Eagle Consulting, Inc.
7.5 Years

Years of Construction Experience
25 Years

Education
B.S., Engineering Science, 1996, Montana Tech of the University of Montana

Registrations
P.E., Civil, Nevada, No. 015819
P.E., Civil, California, No. 71219
LEED Accredited Professional

Affiliations
American Society of Civil Engineers
American Public Works Association
Associate General Contractors of America

Awards
American Society of Civil Engineers, Truckee Meadows Branch, Young Engineer of the Year, 2007

Pertinent Work Experience

- City of Reno Sanitary Sewer & Water Rehabilitation 2013, Reno, NV
- City of Reno Montello-Carville Neighborhood Street and Sewer & Water Rehabilitation 2011, Reno, NV
- City of Reno Lakeside Drive Sanitary Sewer Main Replacement, Reno, NV
- City of Reno Sanitary Sewer & Water Rehabilitation 2009, Reno, NV
- Carson City Downtown Streetscape, Carson City, NV
- Carson City Animal Shelter, Carson City, NV
- SPWD South Reno DVM, Reno, NV
- UNR William N. Pennington Engineering Building, Reno, NV
- UNR Great Basin Residence Hall, Reno, NV
- UNR Redfield Campus, Reno, NV
- TESLA Gigafactory, Storey County, NV
- SWITCH SUPERNAP Data Center, Storey County, NV
- MUSTANG STY 1, Storey County, NV
- NDOT USA Parkway, Storey County, NV
- NDOT Contract 3745 (Highway 50 Expansion Dayton to Silver Springs), Lyon County, NV
- NDOT Carson City Freeway 2B-3, Carson City, NV
- RTC Pyramid/McCarran Intersection Reconstruction Project, Sparks, NV
- RTC SouthEast Connector Phase 2, Reno, NV
- RTC Lakeside Drive/Manzanita Lane Street Reconstruction, Reno, NV
- RTC 4th Street Station Transit Center, Reno, NV
- RTC Centennial Plaza Transit Center, Sparks, NV

Tyler Hough

Carson City Division Manager; Assigned Project Manager



Mr. Hough possess over 19 years of construction inspection and testing experience, mainly on large infrastructure projects such as RTC, Storey County Industrial Center, and NDOT. Mr. Hough is proficient in the following: sampling and testing soils, PCC, and asphalt concrete; inspecting roadway projects for conformance with project specifications; and executing a punch-list items near the end of construction. Additionally, Mr. Hough's responsibilities include project management, reviewing and approving Field Technicians' daily reports, preparing cost estimates for clients and ensuring accurate invoicing to clients. Mr. Hough oversees the laboratory's process and procedure to perform materials testing of aggregates, soils, concrete, and asphalt concrete as well as distributing information of the like to clients.

Black Eagle Consulting, Inc.
9 Years

Years of Construction Experience
19 Years

Education
Pioneer High School; Carson City, Nevada

Certifications
ICC Special Inspector: 8373540
- Structural Masonry
- Prestressed Concrete
- Reinforced Concrete
- Spray Applied Fire Proofing
- Structural Steel and Bolting
- Residential Energy Inspector
- Soils Special

ACI Concrete Field-Testing Technician Grade 1, No. 01029379

NAQTC No. NV000521
- Sampling and Density
- Aggregates
- Asphalt

Nuclear Density Gauge Certified

Mine Safety and Health Administration

OSHA, 30-Hour

Pertinent Work Experience

- South Lake Tahoe 2021 Road Rehabilitation, SLT, CA
- Yosemite National Park, Repairs on Wawona Road, Mariposa, CA
- CA Flap NEC 40(1) Donner Pass Road, Soda Springs, CA
- Tahoe City Sidewalk and Bike Trail Option X CA FLAP SR 89(2), Tahoe City, CA
- Plymouth Drive Road Reconstruction, Douglas County, NV
- East Long Street 2021 Pavement Reconstruction, Carson City, NV
- Carson Airport Rehabilitation, Carson City, NV
- Carson City Downtown Streetscape, Carson City, NV
- Milan Drive Industrial Center, Storey County, NV
- Mustang Industrial SPEC Building, Storey County, NV
- MUSTANG STY 1, Storey County, NV
- NDOT Contract 3164, Mustang/Wadsworth/Pyramid Interchange, Fernley, Washoe, Lyon and Churchill Counties, NV
- NDOT Contract 3194, US 395 3.14 Miles North of Leviathan Mine Road to Waterloo Lane, Douglas County, NV
- NDOT Contract 3221, SR 88, Woodfords Road, Nevada\California Stateline to Mackland Drive, Douglas County, NV
- NDOT Contract 3327, Carson City Freeway Phase 2A, Carson City, NV
- NDOT Contract 3585, Carson City Freeway Phase 2B-3 from Fairview Drive to South Carson Street, Carson City, NV
- NDOT Contract 3745, Highway 50 Expansion from Dayton to Silver Springs, Lyon County, NV
- SouthEast Connector, Phase 1 & 2, RTC of Washoe County, Reno, NV
- USA Parkway Extension, Lyon County/Storey County, NV

Richard Machado

Assistant Project Manager; Assigned Field Manager



Mr. Machado possesses over 10 years of construction experience, with 4 years of inspection and testing experience. Mr. Machado is proficient in sampling and testing soils, PCC, and asphalt concrete; inspecting roadway projects for conformance with project specifications; and developing and completing punch-list items near the end of construction. Additionally, Mr. Machado's duties include working in the laboratory performing materials testing of aggregates, soils, concrete, and asphalt concrete. As an Assistant Project Manager, Mr. Machado is responsible for coordinating projects to include attending Preconstruction Meetings as well as post-construction documentation.

Black Eagle Consulting, Inc.
4

Years of Construction Experience
10

Education
High School Diploma Churchill County High
AA General Education - Shasta College

Certifications
ICC Reinforced Concrete No. 8915783
ICC Post-Tension No. 8915783
ACI Concrete Field-Testing Technician Grade 1, No. 01367419
NAQTC No. NV002060 Sampling and Density
Nuclear Density Gauge Certified
Mine Safety and Health Administration
OSHA, 10-Hour

Pertinent Work Experience

- South Lake Tahoe 2021 Road Rehabilitation, SLT, CA
- Yosemite National Park, Repairs on Wawona Road, Mariposa, CA
- CA Flap NEC 40(1) Donner Pass Road, Soda Springs, CA
- Tahoe City Sidewalk and Bike Trail Option X CA FLAP SR 89(2), Tahoe City, CA
- Plymouth Drive Road Reconstruction, Douglas County, NV
- East Long Street 2021 Pavement Reconstruction, Carson City, NV
- Roundhill Pines Resort Redevelopment Phase 2, Zephyr Cove, NV
- Carson Airport Rehabilitation, Carson City, NV
- Airport Road Reconstruction, Carson City, NV
- Carson City Downtown Streetscape, Carson City, NV
- LogistiCenter 395, Reno, NV
- Longley Commerce Center, Reno, NV
- MUSTANG STY 1, Storey County, NV
- NDOT Cave Rock Tunnel Rehab, Douglas County, NV
- NDOT Contract 3585, Carson City Freeway Phase 2B-3 from Fairview Drive to South Carson Street, Carson City, NV
- NDOT Incline Village to Sand Harbor Bike Path Improvements, Washoe County, NV
- Reno-Tahoe International Airport Runway 16L-34R; Reno, NV
- SouthEast Connector, Phase 1 & 2, RTC of Washoe County, Reno, NV
- Switch SUPERNAP Data Center, Storey County, NV
- Tesla Gigafactory, Storey County, NV
- USA Parkway Extension, Lyon County/Storey County, NV
- WCSD Nick Poulakidas Elementary School, Reno, NV
- WCSD Rio Wrangler Elementary School, Reno, NV
- WCSD Sky Ranch Middle School, Sparks, NV

Lindsey Owens, P.E.

Reno Laboratory Manager



Ms. Owens is a project engineer in our geotechnical engineering division, and she manages the materials testing laboratory at BEC. As a project engineer, she is responsible for the management of geotechnical engineering projects, including engineering analysis, and report writing. As laboratory manager, she is responsible for coordination, data review, and report generation of the laboratory materials testing operations. Ms. Owens is also responsible for training of laboratory personnel, maintaining calibration records for all laboratory equipment, and maintaining laboratory accreditations with NDOT, AASHTO, AMRL, CCRL, and the U.S. Army Corps of Engineers.

Black Eagle Consulting, Inc.
9 Years

Years of Construction Experience
6 Years

Education
University of Nevada, Reno – B.S. Civil Engineering
University of Nevada, Reno – Master of Business Administration

Certifications
Professional Engineer No. 027759
NAQTC No. NV001930
- Sampling and Density
- Aggregates
- Asphalt Extended

ACI Concrete Strength Testing Technician
Nuclear Density Gauge Certified
Radiation Safety Officer
OSHA, 30-Hour

Pertinent Work Experience

- CA Flap NEC 40(1) Donner Pass Road, Soda Springs, CA
- RTC Southeast Connector, Phase II; Reno, NV
- City of Reno Virginia Street Bridge, Reno, NV
- City of Sparks 2019 FY 19 Unit 2, Sparks, NV
- City of Sparks 2020 Streets Rehabilitation Unit 3, Sparks, NV
- City of Sparks La Posada Drive Roundabout and Roadway Improvements, Sparks, NV
- NDOT Spaghetti Bowl Xpress, Reno, NV
- RTC 2019 Reno Consolidated 19-01, Reno, NV
- RTC 2019 Sparks Consolidated 19-01, Sparks, NV
- RTC Lemmon Drive Capacity Improvements & DDI Projects, Reno, NV
- RTC Street Rehabilitation, Reno & Sparks, NV
- City of Sparks El Rancho Sewer Improvement, Sparks, NV
- City of Sparks Kiley Ranch Phase 6, Sparks, NV
- City of Sparks Silverton Shores Park, Sparks, NV
- City of Sparks Stonebrook Subdivision, Sparks, NV
- City of Sparks Wingfield Hills Road at Kiley Ranch, Sparks, NV
- Longley Commerce Center, Reno, NV
- Mustang Industrial SPEC Building, Storey County, NV
- Sage Point No. 5; Reno, NV
- SPWD Northern Nevada Veterans Housing; Reno, NV
- Tesla Gigafactory, Storey County, NV
- TMWRF Polymer Storage Building, Reno, NV
- UNR Great Basin Hall, Reno, NV
- UNR William N. Pennington Engineering Building, Reno, NV
- WCSD Nick Poulakidas Elementary School, Reno, NV
- WCSD Rio Wrangler Elementary School, Reno, NV
- WCSD Sky Ranch Middle School, Sparks, NV

Ian Hopper, E.I.

Carson City Laboratory Manager



Mr. Hopper posseses 4.5 years of laboratory testing and inspection experience, mainly on public infrastructure projects (e.g. Carson City Public Works and Carson City/Washoe County School District), State Public Works Division (SPWD), Regional Transportation Commission (RTC), Nevada Department of Transportation (NDOT) and large private developments (e.g., Tesla & Switch).

Black Eagle Consulting, Inc.
4.5 Years

Years of Construction Experience
4.5 Years

Education
University of Nevada, Reno – B.S. Civil Engineering

Certifications
ACI Concrete Field-Testing Technician Grade 1, No. 01639527
ACI Concrete Strength Testing Technician No. 01639527
NAQTC - Certificate No. NV002107
- Asphalt Testing Technician
- Aggregate Testing Technician
- Sampling & Density Technician

Certified Nuclear Density Gauge Operator
MSHA, 8-Hour
NDOT, Water Pollution Control Manager
ATSSA, Traffic Control Supervisor
Mine Safety and Health Administration
OSHA, 10-Hour

Mr. Hopper performs and oversees laboratory testing for soils, aggregates, concrete, and asphalt samples. Prior to preparing testing reports, Mr. Hopper is responsible for verifying accurate test data as well as testing compliance with applicable methods and procedures. Mr. Hopper maintains laboratory accreditations by performing appropriate test methods during certification procedures with NDOT, AASHTO Materials Reference Laboratory (AMRL), CCRL, and the Army Corp of Engineers.

Mr. Hopper is also responsible for field testing and inspection of various projects as well as documentation of work completed. Mr. Hopper acts as a field representative for BEC and the owner and/or engineer on each project. These responsibilities include field materials testing and inspection of earthwork, utility trench backfill, aggregate base, hot-mix asphalt, and Portland Cement Concrete (PCC) associated with highway, industrial, and subdivision projects.

Pertinent Work Experience

- South Lake Tahoe 2021 Road Rehabilitation, SLT, CA
- Yosemite National Park, Repairs on Wawona Road, Mariposa, CA
- CA Flap NEC 40(1) Donner Pass Road, Soda Springs, CA
- Tahoe City Sidewalk and Bike Trail Option X CA FLAP SR 89(2), Tahoe City, CA
- Plymouth Drive Road Reconstruction, Douglas County, NV
- East Long Street 2021 Pavement Reconstruction, Carson City, NV
- City of Reno Virginia Street Bridge; Reno, NV
- City of Sparks El Rancho Sewer Improvement, Sparks, NV
- City of Sparks La Posada Round-A-Bout Improvements, Sparks, NV
- City of Sparks Street Rehabilitation, Sparks, NV
- NDOT Highway 50 Phase Widening Contract 3745, Lyon County, NV
- NDOT Spaghetti Bowl Xpress Geotechnical Investigation/Laboratory Testing, Reno, NV
- RTC Southeast Connector, Phase II; Reno, NV
- RTC Street Rehabilitation, Reno & Sparks, NV

Mark Hampton

Inspector and Materials Tester



Mr. Hampton possesses over 32 years of construction experience. Mr. Hampton is proficient in sampling and testing soils, PCC, and asphalt concrete; inspecting roadway projects for conformance with project specifications; FHWA CI 2 Accpeted. Additionally, Mr. Hampton is proficient in developing and completing punch-list items near the end of construction. Mr. Hampton's duties include working in the laboratory by performing materials testing of aggregates, soils, concrete, and asphalt concrete.

Black Eagle Consulting, Inc.
4 Months

Years of Construction Experience
32 Years

Education
A.S. Geotechnical Engineering
Undergraduate 3 years

Certifications
ACI Concrete Field-Testing Technician
Grade 1 No. 00994500
Troxler Nuclear Safety
OSHA, 10-Hour

Previous Certifications
ICC (Formerly ICBO)
ICBO Reinforced Concrete
ICBO Structural Masonry
ICBO Post Tension

Nondestructive Testing/Level II
NDE X-Ray Technician Level II
NDE Ultrasonic Level II

ATSSA Traffic Control Supervisor

North Dakota Department of Transportation
NDDOT Project Management
NDDOT Asphalt Inspection
NDDOT SWPPP
NDDOT Lab/Field Testing and Sampling

Pertinent Work Experience

- I-5 Bridge Construction CalTrans from Norwalk, CA to Buena Park, CA
- SR22 Bridge Construction CalTrans from Anaheim, CA to Garden Grove, CA
- I-80 Asphalt Paving NV, CA
- Arizona Pipeline High Pressure, South Lake Tahoe, CA
- Mammoth Lakes CD4 Geothermal Plant, Mammoth, CA
- Arizona Pipeline High Pressure Fallon to Carson City, NV
- Water line and High-Pressure gas line, City of Sheridan, WY
- NPS Grand Teton Water Lines, Sanitary Sewer Lines and Manholes, and Fire Suppression for Historical Cabin, WY
- Storm Drain and Culverts, road realignment, cement treated base, and paving, McKenzie County ND
- Runway Reconstruction Santa Barbara Airport, CA
- NDDOT High Pressure Gas Line I-94
- NDDOT Hwy 73 widening, Watford City, ND
- NDDOT Long X Bridge, Watford City, ND
- Shoshone Water District water line 36-inch steel coated
- Water District Water line, South Lake Tahoe, CA
- Southwest Gas High Pressure Lovelock to Battle Mountain, NV
- Various new Water Tank construction X-Ray, and Coating NV, CA

APPENDIX B

License and Certifications

PPRC 10/08/20

Remove your new Pocket Certificate from the receipt portion and carry it with you at all times.

Board for Professional Engineers, Land Surveyors, and Geologists
2535 Capitol Oaks Drive, Suite 300
Sacramento, CA 95833-2944
916 999-3600

05/27/21
05/27/21

CUT HERE

CUT HERE

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
(916) 999-3600 Toll Free: (866) 780-5370
www.bpelsg.ca.gov

CUT HERE

CERTIFICATE NO.
C 71219

CIVIL ENGINEER

EXPIRATION
06/30/23

SHAUN AARON SMITH
2715 LAKE RIDGE SHORES
WEST RENO NV 89519

Signature _____

RECEIPT NO.
11450191

I M P O R T A N T

1. Please include your Certificate Number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss of this Certificate immediately in writing to the Board.
4. Please sign and carry the Pocket Certificate with you.
5. Please laminate your Certificate to avoid deterioration.

SHAUN AARON SMITH

CERTIFICATE NO.	EXPIRATION DATE	RECEIPT NO.
C 71219	06/30/23	11450191

This is your receipt. Please save for your records.

PPRC 10/08/20

CITY OF SOUTH LAKE TAHOE, CALIFORNIA

BUSINESS AND PROFESSIONS TAX CERTIFICATE

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

The granting of this certificate does not mean approval of the operation of your business in violation of any provisions of the City Code or any State Law.

NON-TRANSFERABLE

ISSUED TO:

BLACK EAGLE CONSULTING, INC.
BLACK EAGLE CONSULTING, INC.
1345 CAPITAL BLVD STE A, RENO, NV

TAX NO: 321632

EXPIRES: 06/30/2022

GEOTECHNICAL/CONSTRUCTIO N S

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

Black Eagle Consulting, Inc.

in

Carson City, Nevada, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 02/25/2022 at 3:03 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Results found: 1

Black Eagle Consulting, Inc.

Carson City, Nevada **Show This Entry Only**

View Accreditation Certificate

Ian Hopper
4010 Technology Way
Suite D
Carson City , Nevada 89706

Phone: (775) 222-0080
Fax: (775) 222-0090
ihopper@blackeagleconsulting.com
http://blackeagleconsulting.com

Quality Management System - accredited since 4/21/2016
R18, C1077 (Concrete), D3666 (Asphalt Mixture), D3740 (Soil)

Asphalt Mixture - accredited since 4/21/2016
R47, R68, T30, T166, T209, T245, T269, T308, T329, D2041, D2726, D3203, D3549, D5444, D6307, D6926, D6927

Soil - accredited since 4/21/2016
R58, T89, T90, T180, T265, D421, D1557, D2216, D2487, D2488, D4318, D6913

Aggregate - accredited since 6/30/2020
R76, T11, T27, T255, C117, C136, C566, C702

Concrete - accredited since 5/13/2021
C31 (Cylinders), C39, C138, C143, C172, C173, C231, C511, C617 (6000 psi and below), C1064, C1231 (7000 psi and below)

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.

* This information is only valid as of 2/25/2022. Please visit http://www.aashtoresource.org for current accreditation status.

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

Black Eagle Consulting, Inc.

in

Reno, Nevada, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 02/25/2022 at 3:04 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Results found: 1

Black Eagle Consulting, Inc.

Reno, Nevada **Show This Entry Only**

View Accreditation Certificate

Lindsey Owens
1345 Capital Boulevard
Suite A
Reno , Nevada 89502

Phone: (775) 359-6600
Fax:
lowens@blackeagleconsulting.com
http://www.blackeagleconsulting.com

Quality Management System - accredited since 12/1/1999
R18, C1077 (Aggregate), C1077 (Concrete), D3666 (Aggregate), D3666 (Asphalt Mixture), D3740 (Soil), E329 (Aggregate), E329 (Asphalt Mixture), E329 (Concrete), E329 (Soil), E329 (Sprayed Fire-Resistive Material)

Asphalt Mixture - accredited since 4/1/2000
R47, R68, T30, T166, T209, T245, T246, T247, T269, T275, T308, T329, T355, D1560 (Stability), D1561, D2041, D2726, D2950, D3203, D3549, D5444, D6307, D6926, D6927

Soil - accredited since 3/1/2002
R58, T89, T90, T99, T100, T180, T190, T193, T216, T236, T265, T267, T310, D421, D698, D854, D1140, D1557, D1883, D2216, D2435, D2487, D2844, D2974, D3080 (2000 lb/ft-sq or Greater Normal Stress), D4318, D4718, D4829, D6913, D6938

Aggregate - accredited since 12/1/1999
R76, R90, T11, T21, T27, T84, T85, T96, T104, T112, T176, T210, T255, C40, C88, C117, C127, C128, C131, C136, C142, C535, C566, C702, D75, D2419, D3744, D4791

Sprayed Fire-Resistive Material - accredited since 11/8/2018
E605, E736

Concrete - accredited since 7/23/2018
M201, R60, T22, T23, T97, T119, T121, T152, T196, T231 (8000 psi and below), T309, C31, C39, C78, C138, C143, C172, C173, C231, C511, C617 (8000 psi and below), C1064, C1231 (7000 psi and below)

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.

* This information is only valid as of 2/25/2022. Please visit http://www.aashtoresource.org for current accreditation status.

NEVADA ALLIANCE FOR QUALITY NAQTC TRANSPORTATION CONSTRUCTION

Qualified Technician Registry

Updated November 29, 2021

First Name	Last Name	NAQTC ID	Sampling and Density	Aggregate	Asphalt
Patrick	Banford	NV002423	Dec-01-2025	--	--
Keeton	Cahill	NV002275	Oct-01-2024	--	--
Jeremy	Collett	NV002273	Oct-01-2024	Dec-02-2025	Dec-02-2025
James	Foster Jr	NV002465	May-04-2026	--	--
Diane	Frias	NV002531	--	Feb-02-2027	--
Candi	Gray	NV002464	Nov-30-2026	--	--
Ian	Hopper	NV002241	Apr-30-2024	May-01-2024	May-01-2024
Glenn	Hough	NV000154	Nov-30-2026	Dec-01-2026	Dec-02-2026
Tyler	Hough	NV000521	Oct-01-2024	Oct-02-2024	May-03-2023
Steven	Kramer	NV002326	Oct-01-2024	Feb-05-2025	Feb-06-2025
Rich	Machado	NV002060	May-01-2023	--	--
Anthony	Miranda	NV002426	Dec-01-2025	--	--
Gerald	Overstreet	NV000703	--	Oct-04-2022	Dec-05-2022
Lindsey	Owens	NV001930	--	Dec-01-2026	Dec-02-2026
Eric	Paakkari	NV000537	Apr-30-2024	--	--
Aaron	Paakkari	NV000545	Apr-30-2024	--	--
Shawn	Pelz	NV000936	May-02-2022	--	--
Andrew	Spuehler	NV000603	May-01-2023	May-02-2023	May-03-2023
Michael	Wentz	NV002372	Feb-04-2025	--	--

Qualified Technician Registry | University of Nevada, Reno (unr.edu)

American Concrete Institute
Always advancing

INSPECTOR	ACI NO.	CERTIFICATION TYPE	
Patrick Banford	01533434	Field Testing Tech - Grade I	
Jeremy Collett	01294940	Field Testing Tech - Grade I	
Brett Etchells	02061259	Field Testing Tech - Grade I	
James Foster Jr.	02106884	Field Testing Tech - Grade I	
Ian Hopper	01639527	Field Testing Tech - Grade I	Strength Testing Tech
Glenn Hough	00068603	Field Testing Tech - Grade I	
Tyler Hough	01029379	Field Testing Tech - Grade I	
Douglas Jacobs	01071027	Field Testing Tech - Grade I	
Steven Kramer	01641962	Field Testing Tech - Grade I	
Richard Machado	01367419	Field Testing Tech - Grade I	
Jeffrey Mast	00932916	Field Testing Tech - Grade I	
David Miniel	01046704	Field Testing Tech - Grade I	
Anthony Miranda	01167216	Field Testing Tech - Grade I	
Gerald Overstreet	01054384		Strength Testing Tech
Lindsey Owens	01385171		Strength Testing Tech
Aaron Paakkari	00082632	Field Testing Tech - Grade I	
Eric Paakkari	00050807	Field Testing Tech - Grade I	
Shaun Pelz	01054385	Field Testing Tech - Grade I	
Daniel Price	02103907	Field Testing Tech - Grade I	
Sean Rankin	01271651	Field Testing Tech - Grade I	
Michael Wentz	01084705	Field Testing Tech - Grade I	

Verify A Certification (concrete.org)

INTERNATIONAL CODE COUNCIL®

ICC CERTIFIED INSPECTORS

INSPECTOR	INSP. NO.	ICC CERTIFICATION											
Brett Etchells	9170642	Commercial Building Insp.		Firestopping CLA	Structural Masonry		Reinforced Concrete		Soils				
Tyler Hough	8373540		Spray Applied Fire Proofing		Structural Masonry	Prestressed Concrete	Reinforced Concrete	Residential Energy	Soils	Structural Steel/ Bolting			
Douglas Jacobs	5296624				Structural Masonry		Reinforced Concrete						
Richard Machado	8915783						Reinforced Concrete Assoc.						
Jeffrey Mast	877984		Spray Applied Fire Proofing		Structural Masonry	Prestressed Concrete	Reinforced Concrete						
Thomas Michael	0858817	Building Inspector	Spray Applied Fire Proofing		Structural Masonry	Prestressed Concrete	Reinforced Concrete				Structural Steel/ Welding		
Aaron Paakkari	5085672		Spray Applied Fire Proofing		Structural Masonry		Reinforced Concrete			Structural Steel/ Bolting	Structural Steel/ Welding	Structural Welding	Master
Eric Paakkari	5044187		Spray Applied Fire Proofing		Structural Masonry		Reinforced Concrete			Structural Steel/ Bolting	Structural Steel/ Welding	Structural Welding	Master
David Russell	880669		Spray Applied Fire Proofing		Structural Masonry		Reinforced Concrete			Structural Steel/ Bolting	Structural Steel/ Welding	Structural Welding	Master

Search for Certified Professionals - ICC (iccsafe.org)

American Welding Society

INSPECTOR	NO.	CERTIFICATION
Patrick Banford	17 04 086 1	Certified Welding Inspector (CWI)
Daniel Nielsen	14 09 337 1	Certified Welding Inspector (CWI)
Aaron Paakkari	03 03 011 1	Certified Welding Inspector (CWI)
Eric Paakkari	00 02 047 1	Certified Welding Inspector (CWI)
Sean Rankin	13 09 092 1	Certified Welding Inspector (CWI)
David Russell	04 12 018 1	Certified Welding Inspector (CWI)

AWS -- Certification Search

APPENDIX C

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Insurance Center
P.O Box 2110
Rancho Cordova CA 95670

CONTACT NAME: Amanda Cotton
PHONE (A/C, No, Ext): 775-954-0409 **FAX (A/C, No):** 775-313-9653
E-MAIL ADDRESS: amanda.cotton@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Travelers Prop Casualty Co of America	25674
INSURER C : The Phoenix Insurance Company	25623
INSURER D : Employers Preferred Insurance Company	10346
INSURER E :	
INSURER F :	

INSURED BLACKEAGL
Black Eagle Consulting, Inc.
1345 Capital Blvd., Suite A
Reno NV 89502

COVERAGES **CERTIFICATE NUMBER:** 1648367923 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6801J553541	6/1/2021	6/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA8R307231	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP7132Y64A	6/1/2021	6/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EIG291252802	10/16/2021	10/16/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Pollution Incident Liability			MCH288263279	3/22/2021	3/22/2022	Each Claim Aggregate Deductible	$2,000,000 $4,000,000 $30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Incident Liability Insurance is a shared limit with the Professional Liability limit
Re: All Contracts/Written Agreements between the Certificate Holder and the Insured. Additional Insured: City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements. Notice of cancellation to the certificate holder applies per the attached endorsement.

CERTIFICATE HOLDER

City of South Lake Tahoe
1740 D Street
South Lake Tahoe CA 96150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED
B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
E. TRAILERS – INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
I. WAIVER OF DEDUCTIBLE – GLASS
J. PERSONAL PROPERTY
K. AIRBAGS
L. AUTO LOAN LEASE GAP
M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. **TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

   (a) $50,000;

   (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

   (a) Any "auto" that is hired, rented or borrowed with a driver; or

   (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. **WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. **PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

With respect to all employees subject to the workers' compensation laws of the state of NEVADA, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 10/16/2021 at 12:01 AM standard time, forms a part of

Policy No. EIG 2912528 02 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 31283

Issued to BLACK EAGLE CONSULTING, INC. Endorsement No.

Premium

Countersigned at _____ on _____ By: _____

Authorized Representative

WC 00 03 13
(Ed. 4-84)

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POLICY NUMBER: **6801J553541** ISSUE DATE: **06/01/2021**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice of Cancellation:**	30
NONRENEWAL:	**Number of Days Notice of Nonrenewal:**	30

PERSON OR ORGANIZATION: CONTINUE ON IL T8 00

ADDRESS: CONTINUE ON IL T8 00
RENO NV 89502

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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GENERAL PURPOSE ENDORSEMENT POLICY NUMBER: **6801J553541**

OFFICE PAC ISSUE DATE: **06/01/2021**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE FOR FORM IL T400

This endorsement modifies insurance provided under the following:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given but only if
1. You send us a written request to provide such notice including the name and address of such person or organization after the first Named Insured receives notice from us of the cancellation of this policy and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.
The address for that person or organization included in such written request from you to us.

APPENDIX D

Professional Service Agreement

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____day of May, 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and TBD Company. ("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 through December 31st, 2024.

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 $000,000.00 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 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 Lisa Maloff Way
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 Consultant: TBD

Provide a copy to:

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_____

Devin Middlebrook, Mayor

Date _____

CONSULTANT:

By _____

TBD, President

Date _____

Business License # 000000_____

APPROVED AS TO FORM:

By_____

City Attorney

Date _____

ATTEST:

By_____

City Clerk

Date _____

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	$000,000.00
Travel and out-of-pocket expenses	$0.00
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	$000,000.00

TIMELINE

Work will be completed as a part of the 2022, 2023 and 2024 Construction Seasons (Project). Consultant will be notified of all work within 24-48 hours of when they are needed onsite to facilitate scheduling. Contract is expected to be completed by 12/31/2024.

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:
TBD, President

By: _____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 8

Agenda Item: Professional Services Agreement with Willdan Engineering for On-Call Labor Compliance Specialist Services

Executive Summary: City Council will consider awarding a professional services agreement to Willdan Engineering to provide on-call labor compliance oversight services for City Public Works contracts for the 2022-2024 construction seasons.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Willdan Engineering for On-Call Labor Compliance Specialist Services in an amount not to exceed $137,398.
Responsible Staff Members: Randy Carlson, Associate Civil Engineer, and Mark Frisina, Resident Engineer

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

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

Attachments:

01-Staff Report -PSA with Willdan.docx
02-Willdan Proposal.pdf
03-PSA with Willdan.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: May 3, 2022

Title: Professional Services Agreement for On-Call Labor Compliance Specialist Services

Location: Citywide

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

Background: The Public Works Department routinely builds construction projects. As a part of public works construction contracts, the City must ensure that that all construction workers on a project are paid the prevailing wage rate. Many of these workers also participate in a worker's union, so the City must also ensure that all union training and contribution requirements are adhered to. Overseeing these requirements can be a cumbersome process that requires specialized knowledge and extensive staff time that could otherwise be utilized to perform engineering and construction oversite work instead.

Issue and Discussion: The City typically enters into multiple construction contracts each year that require contractors to pay prevailing wage to their employees. The City is responsible for ensuring that appropriate wages are paid to each employee on a weekly basis, as well as to ensure that all mandated training and contribution requirements are being adhered to by contractors. This information is reported to the California Department of Industrial Relations (DIR), who oversees and enforces these requirements statewide. If contractors do not adhere to these laws, the DIR may impose penalties against them, or the City, for violations. DIR can also fine the City for not providing sufficient oversite or corrective actions immediately after they occur. This consultant will help ensure that the City and its contractor are compliant with these regulations.

On March 7, 2022, the Public Works Department advertised a Request for Proposals (RFP) for on-call Labor Compliance Specialist that will assist the City's Resident Engineer. The RFP was advertised for four weeks on the Planet Bid. 282 vendors were notified and 17 firms registered and downloaded the RFP. The city received four proposals.

Table A below lists the firms that submitted qualifications.

	Firm	Location
1	Willdan	Roseville, CA
2	DCM Group	Sacramento, CA
3	Labor Compliance Services	Burbank, CA
4	Meadows Consulting	San Bernardino, CA

Table A – Firms submitting Proposals

All submittals received were distributed to three members of the evaluation team: Finance Department and Public Works. Each one of the team members independently evaluated, then numerically scored each proposal based on criteria outlined in the RFP. The scores of the evaluators were then added to achieve a cumulative score which provided the ranking.

Table B below lists the scoring/rank.

Rank	Firm	Cumulative Score
1	Willdan	272
2	DCM Group	260
3	Labor Compliance Services	258
4	Meadows Consulting	187

Table B – Cumulative Score and Rank

Upon review and scoring of the proposal submitted subsequent discussion, staff has determined Willdan, Inc. is capable and effectively understands the scope of work required to provide the services needed for the project as specified by the city. See Attachment 02 – Proposal.

The proposed agreement with Willdan Inc. for an on-call Labor Compliance Specialist will allow the City to retain the professional services of a consultant that would oversee these requirements on behalf of the City. The proposed contract would remain active for a three-year period. It will allow the City to issue a work order for each upcoming construction project, rather than issue a new RFP and offer a new contract for each individual construction project. This will expedite part of the construction management process for the Public Works Department. Over the next three years, Public Works expects to construct the following projects and will utilize these services on the following construction contracts:

1. Lake Tahoe Boulevard Class I Bicycle Trail Project
2. Tahoe Valley Greenbelt Stormwater Improvement Project, Phase I and Phase II
3. Annual Road Rehabilitation Project 2022
4. Barton and 2nd Street Drainage Improvement Project
5. Annual Road Rehabilitation Project 2023
6. Pioneer Trail Pedestrian Improvement Project Phase II
7. Annual Road Rehabilitation Project 2024

Financial Implications: Willdan Inc. has proposed a cost schedule as outlined in the PSA in the total amount not to exceed $137,398. The Public Works Department proposes to initially fund this PSA with funds from account 301-50005-48030, the Road Overlay Program account. This account was selected because it will utilize this contract more than any of the other proposed construction projects. However, this account will not ultimately fund all of the proposed projects. Each construction project will pay for their portion of the services used as their funds become available, which is expected to be at the time of construction.

Environmental Considerations: There are no environmental considerations specific to retaining the services of an on-call Labor Compliance Specialist. Each construction project that the Public Works Department will assign this consultant to work on has already complied with CEQA, NEPA, or TRPA environmental requirements, as applicable to each project.

Policy Implications: Retaining the services of an on-call Labor Compliance Specialist will allow the City to expedite in-house construction oversite activities. The consultant will also help ensure that the City is compliant with regulations from the California Department of Industrial Relations, US Department of Labor, and Public Contract Code.

City of South Lake Tahoe

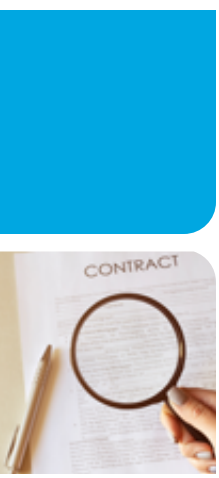
Proposal

On Call Labor Compliance Consultant Contract

Public Works Project No. PWC 22-30150005-02

Proposal No. 22-30150005-RFP#2

April 4, 2022











WILLDAN

Transmittal Letter

April 4, 2022

Randy Carlson, Associate Civil Engineer
City of South Lake Tahoe
Department of Engineering
1740 D Street
South Lake Tahoe, CA 96150

Subject: **Proposal for On Call Labor Compliance Consultant Contract**
Public Works Project No. PWC 22-30150005-02

The City of South Lake Tahoe (City) is seeking a certified labor compliance consultant to perform labor compliance monitoring, reporting, and enforcement for several projects under a three-year on-call consultant contract. **Willdan Engineering (Willdan)** is a California leader in the field of labor compliance, and we offer the most comprehensive range of services available, including assistance with:

- Federal Highway Administration (FHWA) projects administered through the California Department of Transportation (Caltrans) using forms and procedures in the Local Assistance Procedures Manual (LAPM), with or without Disadvantaged Business Enterprise (DBE) goals
- State and locally funded projects, with apprenticeship, local hire, and small business enterprise requirements
- LCPtracker and other electronic payroll system administration services, including training, contractor assignment, document review, report generation, and payroll approval and acceptance
- Assistance with investigations, reviews, and hearings with government agencies, including the California Department of Labor (DIR) Labor Commissioner and the U.S. Department of Labor (DOL)

Willdan Experience

Willdan is capable of providing the full gamut of labor compliance monitoring and enforcement services for all projects in South Lake Tahoe's future! Willdan has had extensive pertinent experience that will make us your ideal partner on your important upcoming projects.

- **Road Rehabilitation**. Every year, Willdan monitors and enforces labor compliance requirements for annual street improvement and rehabilitation projects in the cities of Bell, La Puente, Paramount, and Westlake Village, among others.
- **Stormwater, Greenbelt, and Flood Mitigation**. Willdan was hired to provide labor compliance monitoring for three large-scale multi-million-dollar stormwater capture and park/greenbelt projects in the City of Lakewood (Bolivar Park, Mayfair Park, and San Martin Park), two of which are still under construction. We also provide ongoing assistance monitoring various storm drain and catch basin projects for the cities of La Puente, Lakewood, Ridgecrest, Bell, and Inglewood, as well as for the Gateway Cities, an organization of 27 local agencies in Los Angeles County.
- **Bicycle Trails**. We have monitored and enforced labor compliance requirements for several bike trail projects in California, including a large "Rails to Trails" project in Rialto, the Richmond Boulevard Bikeway project in Ridgecrest, and the Red Route Bikeway and Foothill Boulevard Bikeway projects for La Cañada Flintridge. In addition, once design is complete, we will monitor construction of the West Santa Ana Bicycle and Pedestrian Trail for the City of Paramount.

The Willdan Advantage

- **Large Company with Boutique-Company Approach**. We have the resources of a large company but are staffed by individuals who respect our clients' unique requirements and enjoy providing personal, hands-on service tailored to each client's needs. Willdan employees seek to understand our clients' goals, policies, and practices, and we make it our job to seamlessly complement city staff.
- **Staff Quality and Longevity**. Willdan recognizes that our employees are our most important resource – we provide them with professional development, flexibility, challenge, active listening, and recognition of the strengths they bring to our team. We have very low staff turnover; our proposed project team members have been with Willdan for an average of more than ten years. When our employees are content and continue to excel, our clients reap the benefits.
- **Labor Compliance Expertise**. Willdan staff members have been performing labor compliance monitoring and enforcement services for over 30 years, enabling us to develop an efficient compliance management system that is unparalleled in the country. This system, perfected through continual review and updates, maximizes efficiency and minimizes cost, providing our clients with the highest level of comfort about the progress of their projects, all at a reasonable price. We currently serve several dozen local and county agencies with the monitoring and enforcement of labor compliance standards on projects using a variety of federal, state, county, and local funds. Willdan's team includes a former DIR Senior Deputy Labor Commissioner and certified fraud examiner who has investigated numerous cases involving prevailing wage issues.
- **Systemic Knowledge**. Willdan has worked directly with DIR to streamline the department's investigation processes. We have consulted with the Caltrans Office of Civil Rights (OCR) to assist in developing the California State DBE Program and refine DBE forms for local agencies' use. Our staff members have advised the County of Los Angeles Community Development Authority (LACDA) in editing and improving the library of labor compliance and Section 3 reference materials and forms for participating cities. Willdan staff currently assists nearly two dozen local agencies on DBE and Section 3 Program administration, assisting with the preparation and submittal of required documents and reports. We provide training for local agencies and contractors in virtually any labor-compliance related topic.

Ms. Jane Freij will serve as the Project Manager/Labor Compliance Officer for this assignment and will be the City's main point of contact throughout the proposal process and the labor compliance services contract. She will be responsible for the delivery of services in accordance with the established Scope of Services. Ms. Freij can be reached by office phone at (562) 364-8490; by mobile phone at (714) 837-8229; and by email at jfreij@willdan.com.

Willdan looks forward to assisting the City of South Lake Tahoe with the labor compliance monitoring and enforcement on your upcoming projects. As demonstrated in our proposal, our team possesses the skills and experience required to fully address the City's needs.

Respectfully submitted,
WILLDAN ENGINEERING

Michael D. Bustos, PE, ENV SP
Deputy Director of Construction Management and Inspection Services

Jane Freij
Labor Compliance Manager

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Qualifications and Experience

Willdan Engineering (Willdan), a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private-sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a comprehensive and integrated approach to our clients' planning, engineering, financial, economic, public facility, public safety, and energy sustainability needs.

Willdan advantages include:

- *Labor Compliance Services have been a key component of Willdan's business for over 30 years.*
- *A tried and true system, perfected through continual review and updates, maximizes efficiency and minimizes cost, providing our clients with a high level of comfort and satisfaction.*
- *With experience that counts, Willdan currently is assisting over three dozen local and county agencies with the monitoring and enforcement of Labor Compliance Standards.*

Today, Willdan has over 1,400 employees throughout the United States, including 14 offices located in Northern, Central, and Southern California. Willdan has worked directly for over 98 percent of the cities and counties in California.

On a continuous basis for more than 30 years, Willdan has provided labor compliance monitoring and enforcement services for public works projects. Willdan is currently retained by over three dozen local and county agencies to provide labor compliance services on a variety of public works projects funded by local, county, state, and federal grants, and we serve as the third-party labor compliance officer for several multi-million-dollar joint venture efforts between the City of Los Angeles and Skid Row Housing Trust to build affordable housing.

Willdan is familiar with electronic payroll entry and monitoring software, including LCPtracker, and we have provided training in its use. We regularly prepare a variety of labor compliance reports for and on behalf of our clients. Many projects have been audited directly by federal and state authorities and have received the government's highest approval. Our personnel are considered experts in the field and are consulted regularly by government authorities on process and procedure development.



Willdan has developed a proprietary system with procedure manuals containing checklists and instructions for monitoring labor compliance in accordance with various funding source guidelines. The manuals outline specific procedures required of grantees and contractors for compliance and approval and are structured to provide for immediate updating as requirements evolve. Sample forms and form letters have been developed for nearly all possible situations; these forms are valuable tools for the timely management of labor and contractual requirements. Willdan implements projects effectively and efficiently, with complications in project advancement and funding approval virtually nonexistent. We save our client cities both time and money. We recognize and appreciate that there is nothing more valuable than a successful project outcome.



Client relationships are vitally important to Willdan. Our mission is to achieve business success by delivering superior quality services to our clients. Our references are our best advocates. Following are several long-term clients who can confirm that Willdan is a highly effective labor compliance officer and valuable project partner:

City of Lakewood

Client Project Manager:
Max Withrow
Assistant Director of Public Works
(562) 866-9771

Project Dates:
2015 – Present
Staff:
Mike Bustos, Jane Freij, David Woolley, Amanda Perez

City of Cerritos

Client Project Manager:
Dario Simoes, PE
Assistant City Engineer
(562) 916-1219

Project Dates:
2015 – Present
Staff:
Jane Freij, Amanda Perez

City of Ridgecrest

Client Project Manager:
Travis Reed
Public Works Director/Acting City Engineer
(760) 499-5080

Project Dates:
2015 – Present
Staff:
Mike Bustos, Jane Freij, Amanda Perez

City of La Puente

Client Project Manager:
John DiMario
Director of Development Services
(626) 855-1517

Project Dates:
2015 – Present
Staff:
Jane Freij, Amanda Perez

City of Paramount

Client Project Manager:
Sarah Ho
Deputy Director of Public Works
(562) 220-2020

Project Dates:
2015 – Present
Staff:
Jane Freij, David Woolley, Amanda Perez

Scope of Work Understanding

Willdan understands that the City is expecting to bid and construct the following seven projects during the next three years:

Year	Project Name	Budget	Calendar Days
2022	Lake Tahoe Boulevard Class I Bicycle Trail	$4,630,000.00	168
	2022 Road Rehabilitation Project	$3,000,000.00	56
	Tahoe Valley Greenbelt Phase I	$7,000,000.00	168
2023	2023 Road Rehabilitation Project	$3,000,000.00	56
	Tahoe Valley Greenbelt Phase II	$6,000,000.00	168
	Barton & Second Flood Mitigation Project	$1,700,000.00	120
2024	2024 Road Rehabilitation Project	$3,000,000.00	56

We understand that construction is expected to take place between May 1 and October 31 of each year, with no work during the months of November through April. The projects will receive funding from a variety of local, state, and federal sources.

Approach to Labor Compliance Monitoring Services

Following is a general scope of work for a typical public works project. Tasks may be adjusted or eliminated depending on the requirements of the funding source(s).

- Review and update labor compliance components of project specifications to ensure adherence to current labor regulations and requirements. Assist City with calculation of DBE goal, if applicable.
- Attend pre-bid conference to present general bid preparation, prevailing wage, and DBE program requirements.
- Verify applicable wage determination ten (10) days prior to bid opening (federal) or on initial advertisement (state/local); document verification as required. If wage determination has changed from what appears in project specifications, provide addendum for dissemination to plan holders.
- Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current registration with DIR; current, valid contractor's bond and workers' compensation coverage; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement debarment lists. Assist City with evaluation of DBE Good Faith Efforts, if applicable.
- Attend preconstruction conference to present labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
- Verify and document jobsite posting of wage rate information and labor compliance posters.
- Coordinate with City Resident Engineer/Resident Inspector (RE/RI) site visits to monitor workforce utilization and perform labor compliance interviewing of employees on site, using appropriate forms, in the correct frequency and of the proper work classifications, as required.
- Receive and review documentation from public works observers or inspectors; compare with contractor-submitted documents. Continuously monitor contractor-submitted documentation, through electronic payroll software or direct submission, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation (certifications, DAS-140, DAS-142, training fund payments), and deduction authorizations. Monitor monthly DBE submissions, as needed.
- Follow up with contractor by telephone, email, and/or certified mail regarding document submittals and payroll discrepancies; provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
- Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
- Prepare monthly, quarterly, semi-annual, and annual reports, as needed, for the City's progress payments and internal use, as well as for submission to government authorities and funding source(s).
- Maintain content and format of labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews and audits by authorized local, county, state, and federal agencies; participate in hearings before the DIR/Labor Commissioner, DOL, or other official entity.
- Submit complete labor compliance file to City for retention.

Key Staff

Although overall firm credentials and experience are important, the key to success on any assignment is the caliber and depth of experience and the overall professionalism of the individuals assigned to the team. A successful partnership requires technical expertise and effective coordination with City staff to ensure the services provided meet the City's expectations. Willdan's proposed team is as follows:

Michael Bustos, PE, ENV SP Education/Certification/License ✓ *BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo* ✓ *Caltrans Resident Engineer Academy* ✓ *Civil Engineer, California No. 73173* ✓ *Envision Sustainability Professional, Institute for Sustainable Infrastructure*	**Mr. Michael Bustos, PE, ENV SP**, will serve as the **Principal-in-Charge** for the contract and any projects awarded to Willdan. Mr. Bustos has 21 years of experience in construction management and is Deputy Director of Construction Management and Inspection Services. He has a deep understanding of the intricacies of local agency construction projects and a proven record of successful project completion.
Jane Freij Education/Certification ✓ *BA, Linguistics, University of Kansas (Summa Cum Laude)* ✓ *Attorney Assistant Training Program, Litigation/Corporations Certificate University of California, Los Angeles (with honors)* ✓ *Member, Phi Beta Kappa*	**Ms. Jane Freij** will serve as **Project Manager** for the contract and for individual projects assigned. Ms. Freij has over 30 years of experience in labor compliance and legal work and will be responsible for the delivery of services in accordance with the established Scope of Services. Ms. Freij will supervise and be fully responsible for all labor compliance activities and will serve as the City's primary contact.
David Wooley, PLS Education/Certification ✓ *Former Senior Deputy Labor Commissioner with the California Department of Industrial Relations* ✓ *Certified Fraud Examiner* ✓ *Instructor, Santiago Canyon College Courses: Ethics, Business & Professions Code, ALTA/NSPS Courses, Copyright Law* ✓ *Professional Land Surveyor, California PLS 7304, Nevada PLS 13299*	**Mr. David Woolley, PLS** will serve as **Labor Compliance Specialist**, assisting with payroll and document review and remaining available to assist the City RE/RI and the rest of the team with site visits to monitor workforce utilization and verify employee rates of pay for purposes of ensuring that workers are not misclassified, underpaid, or otherwise mistreated.
Amanda Perez Education/Certification ✓ *AS, Human Resources Management, Mount San Antonio College* ✓ *AS, Business Administration, Mount San Antonio College* ✓ *Certificate of Achievement, Business Management I-III* ✓ *Certificate of Achievement, Human Resources Management I-III* ✓ *Certificate of Achievement, International Business I*	**Ms. Amanda Perez** will serve as **Labor Compliance Specialist**. Ms. Perez has over 12 years' experience. She monitors labor compliance projects to ensure conformity to Federal and State regulations and regularly assists the manager with larger-scale labor compliance contracts. She currently supports 13 engineers and conducts comprehensive audits of projects for the Director of Construction Management & Inspection Services for accuracy and compliance. She will provide payroll and supplemental document review services.
Micah Chen Education/License ✓ *JD, Western University, College of Law* ✓ *BA, International Economics, University of California, Los Angeles* ✓ *Licensed by California State Bar Association*	**Mr. Micah Chen** will serve as **Legal Advisor** to the team. Mr. Chen, with 25 years of legal experience, will support the team in matters requiring a legal opinion or legal advice. He currently serves as General Counsel to Willdan Group, Inc. (WGI) and has experience with public sector clients.

Resumes for these individuals are in the Appendix.

Compensation Schedule

Following are the hourly rates for the positions and personnel noted in this proposal:

Classification	Hourly Rate
Labor Compliance Officer/Project Manager Jane Freij	$158
Labor Compliance Specialist David Woolley, Amanda Perez	$126
Labor Compliance/Administrative Assistant To be determined and assigned	$100
Principal-in-Charge Mike Bustos	$214
Legal Advisor Micah Chen	$250

Our firm offers you the most efficient and effective labor compliance monitoring team available.

We will consistently deliver successful projects – and that is invaluable.

All rates are inclusive of vehicle mileage, office supplies, postage, overhead, and use of computers, photocopiers, and other equipment. Air travel and travel time will be at additional cost.

Willdan anticipates that typical labor compliance monitoring and enforcement services would be provided by the Labor Compliance Officer, Labor Compliance Specialists, and Labor Compliance/ Administrative Assistant. The Principal-in-Charge and Legal Advisor are not anticipated to be involved in routine activities but would be available in the event of extraordinary circumstances. Below is our anticipated fee proposal, identifying the personnel, billing rates, number of hours, and costs - per project, per year, and overall.

		Labor Compliance Manager Jane Freij	Labor Compliance Specialists David Woolley Amanda Perez	Labor Compliance/ Administrative Assistant TBD	Principal-in-Charge Mike Bustos	Legal Advisor Micah Chen	Project Fee	Annual Total Fee
Project	*Hourly Rate*	*$158*	*$126*	*$100*	*$214*	*$250*		
Lake Tahoe Boulevard Class I Bicycle Trail	Hours	40	90	30	4	2	$ 22,016	
2022 Road Rehabilitation Project		25	60	35	3	2	$ 16,152	
Tahoe Valley Greenbelt Phase I		55	135	45	7	3	$ 32,448	
						Total for 2022		***$ 70,616***
2023 Road Rehabilitation Project	Hours	25	60	35	3	2	$ 16,152	
Tahoe Valley Greenbelt Phase II		45	110	40	6	3	$ 27,004	
Barton & Second Flood Mitigation Project		12	25	15	2	2	$ 7,474	
						Total for 2023		***$ 50,630***
2024 Road Rehabilitation Project	Hours	25	60	35	3	2	$ 16,152	
						Total for 2024		***$ 16,152***
Grand Total								***$ 137,398***

Appendix – Resumes

Key Staff Resumes

The following pages contain the resumes for our key team members:

- Michael Bustos, PE, ENV SP
- Jane Freij
- David Woolley, PLS
- Amanda Perez
- Micah Chen, Esq.

Michael D. Bustos, PE, ENV SP

Principal-in-Charge

Profile Summary	
Education:	▪ *BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo* ▪ *Caltrans Resident Engineer Academy*
Certification:	▪ *Civil Engineer, California No. 73173* ▪ *Envision Sustainability Professional, Institute for Sustainable Infrastructure*
Experience:	*21 years*

Mr. Michael Bustos is Deputy Director of Construction Management and Inspection Services and is responsible for construction management, analysis, design, and plan review of roadway reconstruction, bicycle paths, drainage, water and sewer pipeline, pavement rehabilitation, street, traffic signal, landscaping and irrigation, grading, and ADA improvement projects for public agencies. He has served as construction manager or resident engineer for over 100 public works projects for various agencies throughout California and possesses over 21 years of public works design and construction management experience. Mr. Bustos has valuable experience in on-site construction management, off-site construction administration, inspection, design, and plan checking. His expertise includes coordinating materials testing and compliance checks for certified payroll documents relative to current prevailing wage laws and ensuring compliance with federal funding requirements as applicable.

Relevant Project Experience

Foothill Boulevard Link Bikeway and Pedestrian Greenbelt, City of La Canada Flintridge, CA. Resident Engineer. Willdan is providing construction management, inspection, materials testing, labor compliance, and federal funding administration services for this $4 million federally funded project. The project includes the construction of approximately ½-mile of new Class I bicycle and pedestrian paths, 2 miles of Class II bike lane with bicycle amenities, raised medians, bus stops, cold milling, ARHM overlay, signage and pavement delineation, curb and gutter reconstruction, drainage system improvements, traffic signals modifications and installations, street lighting, and streetscape beautification with narrowed travel lanes to enhance bike and pedestrian mobility.

Richmond Road Bike Path, City of Ridgecrest, CA. Resident Engineer. Willdan provided design, bidding assistance, construction management, inspection, materials testing, and labor compliance services for this $250,000 TDA grant-funded bike path project on Richmond Road from Ridgecrest Blvd (SR 178) to approximately 500 feet south of Upjohn Ave. The project included an approximate ½ mile extension of the existing Class I Bowman Bike Path. The construction required procurement and compliance with a Caltrans encroachment permit as well as utility relocations grading curb ramps signing and striping.

Annual Pavement Rehabilitation, City of Palm Springs, CA. Construction Manager. Through our on call contract with the City, Willdan provided construction management, public works inspection, and material testing services for the City's 2015 $10 million Citywide Pavement Rehabilitation Project, 2016 $6 million Citywide Pavement Rehabilitation Project and $1.8 million 2015 Citywide Annual Slurry Seal Project. The projects generally involved pulverizing of the existing street sections, grading of the pulverized section, cement treatment, asphalt paving, micromilling, application of slurry seal, ADA ramps, traffic markings, and other appurtenant work for over 150 streets throughout the city.

Annual Street Resurfacing Project, FY 19/20, City of Westlake Village, CA. Project Manager. Willdan provided construction management, inspection, and material testing services for the City's $1.1 million annual street resurfacing project. The FY 19-20 project included cold milling, digouts, asphalt concrete hot mix overlay, ARHM overlay with high tensile fiber, slurry seal, tree root repairs, utility cover adjustments, curb ramps, curb and gutter repairs, and pavement delineation. This year's project

included overlay on Lindero Canyon Rd between Thousand Oaks Blvd and Via Colinas, and slurry seal improvements on Agoura Rd and Lindero Canyon Rd between Triunfo Canyon Road and Lakeview Canyon Rd.

Annual Street Resurfacing FY 20-21, City of Westlake Village, CA. Project Manager. Willdan provided construction management, inspection, material testing, and labor compliance services for annual street resurfacing improvements on Agoura Road and Lindero Canyon Road. Mr. Crocker was responsible for daily observation of the construction activities, public outreach, coordination of materials testing, tracking quantities, and ensuring that the improvements were constructed in accordance with the approved plans and specifications.

2018 Annual Resurfacing Project, City of Rolling Hills Estates, CA. Quality Assurance Manager responsible for oversight of construction management, inspection, material testing, and labor compliance services for the City's locally-funded 2018 Annual Resurfacing Project. The streets in this project included Bluemound, Elmdale Drive, Kingspine Road, Latigo Lane, Rollingwood Drive, and Palos Verdes Drive North.

STPL Resurfacing Project, City of Fillmore, CA. Resident Engineer responsible for oversight of bidding assistance, construction management, inspection, material testing, labor compliance, and federal funding administration services. This federally funded project involved rehabilitation of six neighborhood street segments, sidewalk, curb and gutter repairs on seven streets, and ADA compliant curb ramp improvements for the treated street segments. The improvements encompassed miscellaneous concrete repairs, asphalt concrete pavement repairs, cold milling, ARHM overlay, utility adjustments, pavement delineation, and traffic detector loops.

Neighborhood Streets Resurfacing and Sidewalk, Curb and Gutter Repair Project, City of Fillmore, CA. Project Manager. Willdan provided construction management, inspection, and testing for this street resurfacing project involving overlay and slurry seal on Third Street, Old Telegraph Rd, and Wileman Street. The project included the asphalt concrete hot mix repairs, cold milling, PCC improvements, ARHM overlay, slurry seal, and striping.

Heritage Valley Parks Tract 5520 Offsite and Onsite Improvements, City of Fillmore, CA. Project Manager. Willdan is providing inspection services for the developer-built and City-maintained onsite utilities, and other public improvements associated with construction of residential Tract No. 5520. The offsite improvements included 1,750 LF of double RCB, 1,100 LF of single RCB, 800 LF of open channel, 600 LF of RCP, and levee modifications. The onsite improvements encompass all wet and dry utilities street and drainage improvements landscaping and irrigation and roadway structural sections to support the 497-unit development. A third contract included constructing a new Pole Creek Bridge across an existing waterway.

9th Street Improvements, City of Highland, CA. Resident Engineer responsible for oversight of Willdan's utility coordination, construction management, inspection, materials testing, labor compliance, and federal funding administration services for the City of Highland's HSIP project to construct 2.5 miles of street improvements on 9th Street between Del Rosa Drive and Palm Avenue. The improvements included street widening at specific locations; paving and slurry sealing and existing pavement; restriping the project limits to incorporate two 13-foot through lanes 12-foot two way left turn lane 5-foot Class II bicycle lanes and 8-foot parking lanes on the north side; installing pedestrian count down heads at five signalized intersections; and installing an in-pavement-roadway-lighting (IRWL) system with advance flashing beacons.

Jane E. Freij

Project Manager/Labor Compliance Officer

Profile Summary	
Education:	▪ *BA, Linguistics (Summa Cum Laude), University of Kansas*
Certification:	▪ *Attorney Assistant Training Program, Litigation/Corporations Certificate University of California, Los Angeles (with honors)*
Experience:	*30 years*

Ms. Jane Freij is an experienced Project Manager/Labor Compliance Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. Key areas of expertise include initiating and responding to enforcement actions, grant funding applications, scheduling and budgeting, contract administration/negotiation, legal documentation, invoicing, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides labor compliance monitoring and enforcement services for federally funded projects under FHWA, FTA, EPA, DOE, and HUD, as well as state- and locally funded public works projects. She has specialized training from the Office of Inspector General (OIG) in reporting requirements and fraud detection and prevention procedures. Ms. Freij is intimately familiar with the California Local Assistance Procedures Manual (LAPM) and assists numerous agencies with Disadvantaged Business Enterprise (DBE) Program development and administration.

Experience prior to joining Willdan includes 4 years with Edison Enterprises, where Ms. Freij served under a staff attorney, negotiating contracts and enforcing contractual compliance. Ms. Freij has a strong legal background as a senior paralegal in real estate, land development, and contract law.

Relevant Project Experience

Various Cities, Federal Highway Administration (FHWA) Labor Compliance – Ms. Freij has provided supervisory labor compliance services in the following cities:

- Azusa
- Baldwin Park
- Bell Gardens
- Bellflower
- Brea
- Burbank
- California City
- Calimesa
- Coachella
- Coalinga
- Commerce
- Corona
- Cudahy
- Davis
- Hawaiian Gardens
- Highland
- Huntington Park
- Inglewood
- Irwindale
- La Cañada Flintridge
- La Mirada
- La Puente
- Lakewood
- Manhattan Beach
- Maywood
- Monterey Park
- Orange
- Paramount
- Pico Rivera
- Pinole
- Pomona
- Rancho Palos Verdes
- Rialto
- Ridgecrest
- Rolling Hills Estates
- Rosemead
- Santa Clarita
- South Gate
- South Pasadena
- Thousand Oaks
- Westlake Village
- Winters
- Yorba Linda

Various Cities, U.S. Department of Housing and Urban Development / Community Development Block Grant (CDBG) Labor Compliance – Ms. Freij has provided supervisory labor compliance services for projects administered by the U.S. Department of Housing and Urban Development (HUD) and the Los Angeles County Community Development Authority (LACDA) in the following cities:

- Anaheim
- Bell Gardens
- Burbank
- Calimesa
- Cerritos
- Commerce
- Fillmore
- Hawaiian Gardens
- La Mirada
- Lawndale
- Norwalk
- Orland
- Paramount
- Pico Rivera
- Redondo Beach
- Rosemead
- San Marino
- Sierra Madre
- South El Monte
- South Gate
- Whittier

La Brea Avenue Pavement Reconstruction, Phases II and III, City of Inglewood, CA. Ms. Freij was the Labor Compliance Officer for these federally funded projects, with a combined construction cost of $12 million, funded through the Federal Highway Administration (FHWA) and administered through the California Department of Transportation (Caltrans). The projects involved full pavement removal, AC overlay, PCC improvements (sidewalks, driveways, median curbs, utility frame cover adjustments, bus pads and ADA-compliant curb ramps), landscaping, an irrigation system, and signing and striping. Ms. Freij was responsible for enforcing compliance with prevailing wage and DBE requirements.

Pacific Electric Inland Empire Bicycle Trail ("Rails to Trails"), City of Rialto, CA. Ms. Freij was the City's Labor Compliance Officer for this $3.5 million project to construct the final slightly over one-mile portion of a 21-mile bicycle trail linking six cities along the abandoned Pacific Electric Railroad Line. The project was funded through FHWA with Caltrans oversight and involved the construction of an 11-foot-wide bicycle trail with a two-foot shoulder on each side, including hardscaping and landscaping, drainage and utility improvements, and lighting and pedestrian crossings.

Lakewood Stormwater and Runoff Capture Projects at Bolivar and Mayfair Parks, Lakewood, CA. Ms. Freij served as the City's Labor Compliance Officer for these two state- and locally-funded projects, at a total cost of $20 million, which installed state-of-the-art underground diversion, treatment, storage, and pumping systems that redirected all urban and stormwater runoff from adjacent flood control channels and, after treatment, used it to irrigate landscaped greenbelt areas in the parks.

Street Rehabilitation Project, City of Thousand Oaks, CA. Ms. Freij served as the Labor Compliance Officer, enforcing prevailing wage requirements, monitoring certified payroll submittals, and reconciling site reports. The project was constructed with a $3-million FHWA grant and involved cold milling, ARHM overlay, cold-in-place recycling, PCC improvements, and ADA-compliant ramps. The project was constructed under critical time constraints, as the finish line for the Amgen Tour de California Bike Race was within the project limits.

Foothill Boulevard Link Bikeway and Pedestrian Greenbelt Project. Ms. Freij is the City's Labor Compliance Officer, providing compliance monitoring and enforcement services on this $4-million project, funded by an FHWA/Caltrans grant with local matching funds, involving the construction of 2½ miles of Class I and Class II bike route.

Los Angeles River Catch Basin Retrofit, Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority. Ms. Freij served as the Labor Compliance Officer and federal reporting liaison for this $10.8 million project involving the installation of 11,560 trash-collecting catch basin inserts in 16 local agency jurisdictions along the Los Angeles River. The project was funded through the U.S. Environmental Protection Agency (EPA) and was administered by the State Water Resources Control Board.

Annual Arterial and Neighborhood Street Rehabilitation, City of Paramount, CA. Ms. Freij has assisted the City for the past two decades in monitoring and enforcing labor compliance requirements for its annual programs to rehabilitate arterial and neighborhood streets citywide.

Red Route Bikeway, City of La Cañada Flintridge, CA. Ms. Freij provided federal labor compliance monitoring and enforcement and DBE compliance services on this project, which constructed a 3.5-mile bike lane/bike path along various city streets from the west city limit to the east city limit at a cost of $2 million.

Multi-Agency Bio-Retention Catch Basin Installation, Gateway Cities Management Agency. Ms. Freij served as project manager and quality control manager for a multi-million-dollar Proposition 84 funded project that installed "Filterra" bio-retention systems in catch basins throughout ten local agencies.

David E. Woolley, PLS

Labor Compliance Specialist

Profile Summary	
Education:	▪ *Survey & Mapping Coursework at Santiago Canyon College Courses: Ethics, Business & Professions Code, ALTA/NSPS Courses, Copyright Law and Land Surveying*
Certification	▪ *Former Senior Deputy Labor Commissioner (DLC III)* ▪ *Certified Fraud Examiner* ▪ *Professional Land Surveyor, California PLS 7304; Nevada PLS 13299* ▪ *Expert in over 50 court cases involving land surveying, land title and professional negligence issues* ▪ *Qualified as an expert witness in state and federal court* ▪ *Author of a white paper series on land surveyor liability* ▪ *Instructor for "Ethics, Standards of Care, and the California Business & Professions Code" for Land Surveying Program at Rancho Santiago College – designed course*
Experience:	*30 years*

Mr. David Woolley is an expert in labor law enforcement and investigations. With over four years of government experience investigating claims to evaluate compliance with the law, he is intimately familiar with labor compliance requirements, typical and uncommon deficiencies and violations, and remedies. He has interviewed workers, gathered relevant facts, applied theories of liability, and conducted settlement conferences to resolve disputes prior to adjudication of claims; assessed violations; and educated the public and law enforcement on applicable labor law. In addition, he has enforced wage and hour laws in the Wage Claims Adjudication (WCA) program, computing amounts due and preparing and coordinating referrals to the Legal Unit.

Expertise

Certified Fraud Examiner. Mr. Woolley has examined wage and labor disputes on behalf of the State of California Department of Industrial Relations, providing analyses that led to rulings, fines, and penalties assessed against contractors who failed to comply with labor standards relating to construction trade work classification rates, misclassifications, under-reporting, overtime, and fringe benefits.

Mediation. Mr. Woolley has sought additional education and certification from UC Irvine to provide a key role in Alternative Dispute Resolution (ADR) between conflicting parties, providing resolution assistance to private parties and public agencies, thereby avoiding costly and time-consuming litigation.

Expert Testimony. Mr. Woolley has been qualified as an expert witness to testify at trial in both California and in the United States Federal Courts. Mr. Woolley has served as an expert witness for the United States in a case with damages in the hundreds of millions of dollars. The 40+ land surveying cases for which Mr. Woolley has been retained involve:

- Encroachments
- Trespass
- Landslide
- Surveyor negligence and standard of care
- Q&A for depositions
- Preparation for deposition
- Review of deposition transcripts
- Writing technical reports
- Technical review of settlement documents
- Preparing declarations
- Exhibits
- Trial preparation

Expert Witness, Testimony and Standard of Care in Litigation Matters. Mr. Woolley is a recognized authority in mapping and boundary surveying. He has been involved in a few of the largest surveys undertaken in Southern California over the past two decades. He is well versed in state laws, local ordinances, and standards of practice and is often consulted, as a specialist, by several large surveying and engineering firms in Southern California. Mr. Woolley's regularly works with City and County staff members to provide QA/QC, oversight, and coordination with engineering staff and city inspectors.

Complex Boundary and Title Review Issues. Acting extensively as an expert witness and consulting expert in various cases, Mr. Woolley assists in understanding and analyzing real property boundary and land title issues, fraud, standard of care, and professional negligence issues.

Expert Review. Mr. Woolley was the former supervisor of the Record of Survey, Parcel Map and Tract Map Submittals Section of the Orange County Surveyor's office, responsible for compliance with state laws, local ordinances, and boundary determinations, reviewing over 1000 Tract Maps, 500 Parcel Maps, and 300 Records of Survey.

Peer Consultant. Mr. Woolley is recognized throughout California as a boundary and title expert. He is often asked to review and/or perform surveys for other Professional Land Surveyors (peer review), particularly when such projects may be subject to litigation.

Relevant Project Experience

Water and Sewer Improvement Project, City of Glendora, CA. Survey/Mapping Review. Willdan is providing design engineering services for street and water improvements on Cumberland Road, Palomar Drive, Lone Hill Avenue, Amelia Avenue, Country Club Drive, and Country Club Vista.

Land Development Review Services, City of Santa Paula, CA. Survey/Mapping Review. Willdan is providing consulting services relating to land development services including plan check, permits, and inspection services.

Lakewood Boulevard Improvement Project, City of Downey, CA. Survey/Mapping Review. Willdan is providing engineering services to design a series of street improvements consisting of pedestrian circulation enhancements and traffic signal upgrades along Lakewood Boulevard.

Landscape Medians, City of Lakewood, CA. Survey/Mapping Review. Willdan was retained to prepare landscape and irrigation construction drawings, specifications and cost estimate for the replacement of roadway medians at eleven locations.

On Call Plan Review Services, City of El Monte, CA. Survey/Mapping Review. Willdan provided on-call services to the City of El Monte including civil plan checking services for private development projects within the City. Our services included the review of tract and parcel maps as the city contract surveyor.

Roadside Bridge Widening Project, City of Agoura Hills, CA. Survey/Mapping Review. Willdan provided professional services for preliminary engineering including completion of NEPA/CEQA, Right of Way, Utility Coordination, and Final Design PS&E.

Survey and Mapping Services, City of Inglewood, CA. Survey/Mapping Review. Willdan provided map checking and legal description checking for the City of Inglewood's engineering department. Willdan was heavily involved in checking various items for the SoFi Stadium project.

Survey Services, City of Lakewood, CA. Survey/Mapping Review. Willdan performed a topographic survey and partial boundary survey at Lakewood Equestrian Park.

Plan Check Services, City of Rialto, CA. Survey/Mapping Review. Willdan is providing the City of Rialto with on-call plan checking services on engineering plans and studies that are submitted for review by the development community. Willdan is working with the City to develop an electronic plan check process to allow for all electronic submittals.

Project Management as Long Beach City Surveyor. Mr. Woolley served as the Interim City Surveyor for the City of Long Beach, the 7th largest city in the state. He was responsible for the land surveying functions of preparing right of way documents (*e.g.*, vacations, dedications, acquisitions) or checking the same when prepared by consultants, private property developers, or other agencies. Additionally, as the Contract City Surveyor, he reviewed all right of way and land surveying work for compliance with state laws. This required familiarity with the laws and the ability to work with private engineers, surveyors, owners, developers, and other agencies while protecting the best interests of the City.

Amanda Perez

Labor Compliance Specialist

Profile Summary	
Education:	▪ *AS, Human Resources Management, Mount San Antonio College* ▪ *AS, Business Administration, Mount San Antonio College*
Certification:	▪ *Certificate of Achievement, Business Management I-III* ▪ *Certificate of Achievement, Human Resources Management I-III* ▪ *Certificate of Achievement, International Business I*
Experience:	*12 years*

Ms. Perez currently performs labor compliance monitoring and enforcement services on a variety of local, county, state, and federally funded projects. She verifies that all primary and subcontractors possess active licenses and certifications. She establishes communication with primary contractor(s) concerning prevailing wage requirements and documentation requirements. She monitors that all certified payrolls are submitted on a timely basis, as well as audits payrolls during the life of the project for compliance and discrepancies concerning prevailing wage, certifications, non-performance, underpayments, and journeyman to apprentice ratios, and use of job classifications. She ascertains the submittal of training fund contributions and audits fringe benefits statements to ensure proper payment. Ms. Perez responds to inquiries concerning labor compliance rules and requirements and resolves all compliance-related issues. She reviews forms and reports from field personnel to ascertain missing CPRs, correct usage of classifications, and apprentice / journeyman ratios, as well as maintains files and all required documentation in accordance with applicable governmental requirements and organizes and prepares labor compliance files for submission to clients.

Ms. Perez also supports the Construction Management and Inspection Department and is responsible for issuing invoicing, progress payments, and schedules and for maintaining detailed, accurate records. She conducts comprehensive audits of projects for accuracy and compliance.

Relevant Project Experience

Dolphin Avenue Improvements, CML-5385 (064), City of Ridgecrest, CA. Labor Compliance Specialist. Willdan is providing project management, contract administration, construction observation, utility coordination, material testing and labor compliance services for the Dolphin Avenue Improvements Project, CML-5385 (064).

Various Street Improvements FY 20-21, City of La Puente, CA. Labor Compliance Specialist. Willdan is providing construction management, construction observation, and labor compliance services for the City's street improvement project. The project consists of cold milling existing pavement, removal and reconstruction of curb and gutter, adjustment of manholes, installing truncated domes, and ARHM overlay.

Ayala Drive Street Improvement and Traffic Signal Project HSIPL 5205 (022), City of Rialto, CA. Administrative/Labor Compliance Assistant. The project involved the reconstruction of Jerry Eaves Park north parking lot, overlay of Ayala, construction of new landscape medians, installation of two new traffic signals, with a construction cost of approximately $5,200,000. Audited Construction Management File to ensure Federal compliance. Willdan provided construction management, public works inspection, labor compliance, material testing, and federal invoicing for the project.

Residential Street Overlay FY 2017-2018, City of Hawaiian Gardens, CA. Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, with a project cost of approximately $505,000, administered through the Los Angeles Community Development Commission (LACDC).

Downs Street Widening, City of Ridgecrest, CA. Labor Compliance Specialist. Willdan provided civil and traffic engineering design, environmental compliance, right-of-way acquisition, and bidding assistance and is providing resident engineering, construction management, inspection, quality assurance materials testing, federal funding administration, and labor compliance services for widening improvements to close a 1,500-foot gap between Ridgecrest Boulevard and Upjohn Avenue. The project's goal was to widen the narrow street segment to an ultimate width to match the other previously widened segments at both ends. The project was split into two phases – east and west – for funding purposes.

Cooperative City/County Pavement Rehabilitation Ward Street, Cooley Street, 6th Street, and Tippecanoe Project, City of Highland, CA. Labor Compliance Specialist. Willdan is providing construction management, construction observation, construction surveying, materials testing, and labor compliance services for the project. This project involves pavement rehabilitation including pavement griding, cold central plant recycling, pavement removal and replacement, and asphalt rubber overlay.

CDBG Pavement Improvements – Section E, City of Highland, CA. Labor Compliance Specialist. Willdan is providing project management, construction administration, and labor compliance services on this $700,000 HUD/CDBG project. This project involves pavement rehabilitation including pavement griding, cold central plant recycling, pavement removal and replacement, and asphalt rubber overlay.

Reconstruction of McGee Alleys, City of Whittier, CA. Federal Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, with a project cost of approximately $225,000 and administered through the Los Angeles Community Development Authority (LACDA).

Sidewalk Improvements Citywide, City of Pico Rivera, CA. Federal Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, which involved removing and replacing ADA-compliant wheelchair ramps citywide and which had a project cost of approximately $234,000 and was administered by the Los Angeles Community Development Authority (LACDA).

Traffic Signal at 12 Locations, City of Lynwood, CA. Labor Compliance Assistant. Responsible for providing labor compliance services for this $1 million traffic signal improvements project funded with Proposition C funds and subject to State of California Department of Industrial Relations (DIR) labor compliance and prevailing wage requirements.

Micah Chen, Esq.

Legal and Risk Management Advisor

Profile Summary	
Education:	▪ *JD, Western University, College of Law* ▪ *BA, International Economics, University of California, Los Angeles*
License:	▪ *Licensed by the California State Bar Association*
Experience:	*20 years*

Mr. Micah Chen has extensive experience in providing legal and risk management services to public entities. As General Counsel for the Willdan Group, Inc., he provides the following services:

- Contract Drafting and Negotiation
- Contract and Document Review
- Risk Mitigation Design
- Alternative Dispute Resolution
- Claims and Settlement Negotiation

With over two decades of experience in risk management, Mr. Chen is intimately familiar with the legal issues and challenges facing public entities, including municipalities, counties, and the State of California. His involvement at critical junctures gives clients confidence that their projects will be completed on time, within budget, and claim-free.

Mr. Chen works directly with members of the Willdan team to ensure the delivery of a successful project. He provides final review services for documents requiring legal review and is available for meetings and consultations with clients and enforcement agencies at the County, State, and Federal levels as requested.

Prior Experience

Prior to joining Willdan, Mr. Chen served as Managing Director of Aon Corporation, a risk management consulting and fortune 200 firm. In this capacity, he led a team of consultants at Aon and served many top ENR firms that perform work for federal, state and municipality clients.













WILLDAN

2240 Douglas Boulevard, Suite 270
Roseville, CA 95661
916.924.7000 | 800.390.3088 | fax: 916.924.3644

www.willdan.com

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 3rd day of May 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Willdan Engineering. ("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 3 years.

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 $137,398.00 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 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 Lisa Maloff Way
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 Consultant: Willdan Engineering
2401 E. Katella Ave., #300,
Anaheim, CA 92806-5909

Provide a copy to:

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_____

Devin Middlebrook, Mayor

Date _____

CONSULTANT:

By _____

Michael D. Bustos, Deputy Director

Date _____

Business License # TBD_____

APPROVED AS TO FORM:

By_____ Date _____

Heather Stroud, City Attorney

ATTEST:

By_____ Date _____

Susan Blankenship, City Clerk

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

Labor Compliance Monitoring and Enforcement Scope of Work

- Review and update labor compliance components of project specifications to ensure adherence to current labor regulations and requirements. Assist City with calculation of DBE goal, if applicable.
- Attend pre-bid conference to present general bid preparation, prevailing wage, and DBE program requirements.
- Verify applicable wage determination ten (10) days prior to bid opening (federal) or on initial advertisement (state/local); document verification as required. If wage determination has changed from what appears in project specifications, provide addendum for dissemination to plan holders.
- Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current registration with DIR; current, valid contractor's bond and workers' compensation coverage; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement debarment lists. Assist City with evaluation of DBE Good Faith Efforts, if applicable.
- Attend preconstruction conference to present labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
- Verify and document jobsite posting of wage rate information and labor compliance posters.
- Coordinate with City Resident Engineer/Resident Inspector (RE/RI) site visits to monitor workforce utilization and perform labor compliance interviewing of employees on site, using appropriate forms, in the correct frequency and of the proper work classifications, as required.
- Receive and review documentation from public works observers or inspectors; compare with contractor-submitted documents. Continuously monitor contractor-submitted documentation, through electronic payroll software or direct submission, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation (certifications, DAS-140, DAS-142, training fund payments), and deduction authorizations. Monitor monthly DBE submissions, as needed.
- Follow up with contractor by telephone, email, and/or certified mail regarding document submittals and payroll discrepancies; provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
- Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
- Prepare monthly, quarterly, semi-annual, and annual reports, as needed, for the City's progress payments and internal use, as well as for submission to government authorities and funding source(s).
- Maintain content and format of labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews and audits by authorized local, county, state, and federal agencies; participate in hearings before the DIR/Labor Commissioner, DOL, or other official entity.
- Submit complete labor compliance file to City for retention.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$137,398.00**
Travel and out-of-pocket expenses	**$0.00**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$137,398.00**

TIMELINE

Work will be completed over the 2022, 2023 and 2024 Construction Seasons. Consultant will be notified of all work within 7 days of when they are needed to facilitate scheduling. Contract is expected to be completed by 5/2/2025.

Compensation Schedule

Following are the hourly rates for the positions and personnel noted in this proposal:

Classification	Hourly Rate
Labor Compliance Officer/Project Manager Jane Freij	$158
Labor Compliance Specialist David Woolley, Amanda Perez	$126
Labor Compliance/Administrative Assistant To be determined and assigned	$100
Principal-in-Charge Mike Bustos	$214
Legal Advisor Micah Chen	$250

Our firm offers you the most efficient and effective labor compliance monitoring team available.

We will consistently deliver successful projects – and that is invaluable.

All rates are inclusive of vehicle mileage, office supplies, postage, overhead, and use of computers, photocopiers, and other equipment. Air travel and travel time will be at additional cost.

Willdan anticipates that typical labor compliance monitoring and enforcement services would be provided by the Labor Compliance Officer, Labor Compliance Specialists, and Labor Compliance/ Administrative Assistant. The Principal-in-Charge and Legal Advisor are not anticipated to be involved in routine activities but would be available in the event of extraordinary circumstances. Below is our anticipated fee proposal, identifying the personnel, billing rates, number of hours, and costs - per project, per year, and overall.

		Labor Compliance Manager Jane Freij	Labor Compliance Specialists David Woolley Amanda Perez	Labor Compliance/ Administrative Assistant TBD	Principal-in-Charge Mike Bustos	Legal Advisor Micah Chen	Project Fee	Annual Total Fee
Project	*Hourly Rate*	*$158*	*$126*	*$100*	*$214*	*$250*		
Lake Tahoe Boulevard Class I Bicycle Trail	Hours	40	90	30	4	2	$ 22,016	
2022 Road Rehabilitation Project		25	60	35	3	2	$ 16,152	
Tahoe Valley Greenbelt Phase I		55	135	45	7	3	$ 32,448	
						Total for 2022		***$ 70,616***
2023 Road Rehabilitation Project	Hours	25	60	35	3	2	$ 16,152	
Tahoe Valley Greenbelt Phase II		45	110	40	6	3	$ 27,004	
Barton & Second Flood Mitigation Project		12	25	15	2	2	$ 7,474	
						Total for 2023		***$ 50,630***
2024 Road Rehabilitation Project	Hours	25	60	35	3	2	$ 16,152	
						Total for 2024		***$ 16,152***
Grand Total								***$ 137,398***

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: Willdan Engineering.
Michael D. Bustos, Deputy Director

By:_____

CERTIFICATE OF LIABILITY INSURANCE

11/9/2022

DATE (MM/DD/YYYY)
4/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1506306 Willdan Engineering 13191 Crossroads Parkway, North Suite 405 City of Industry, CA 91746	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Co of America — 25674 **INSURER B :** The Travelers Indemnity Company of Connecticut — 25682 **INSURER C :** Lexington Insurance Company — 19437 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 18439700 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	P-630-7J366586-TIL-21	11/9/2021	11/9/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	810-7N676545-21-43-G	11/9/2021	11/9/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-0L663678-21-43-G	11/9/2021	11/9/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Arch&Eng Prof	N	N	028174912	11/9/2021	11/9/2022	Per Claim:$1,000,000 Aggregate:$1,000,000 SIR Applies per policy terms& conditions	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2022 - On- Call Labor Compliance. City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents, and volunteers are included as Additional Insured(s) in accordance with the provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. Continued on the next page.

CERTIFICATE HOLDER

18439700
City of South Lake Tahoe
Attn: Randy Carlson
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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A Waiver of Subrogation is granted in favor of City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents, and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder. Separation of Insureds - except with respect to the Limits of Liability in the General Liability policy and any rights or duties specifically assigned to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured and Separately to each insured against whom the claim or suit is brought. General Liability deductible: $0; Automobile Liability deductible: $0 ($1,000 for Comprehensive/Collision); Umbrella Liability deductible: $0; Professional Liability SIR: $250,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the li mits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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POLICY NUMBER: P-630-7J366586-TIL-21 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITYCOVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft- 75 Feet Long Or Less

B. Who Is An Insured - Unnamed Subsidiaries

C. Who Is An Insured - Retired Partners, Members, Directors And Employees

D. Who Is An Insured - Employees And Volunteer Workers - Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured - Controlling Interest

G. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments - Increased Limit

L. Amendment Of Excess Insurance Condition - Professional Liability

M. Blanket Waiver Of Subrogation - When Required By Written Contract Or Agreement

N. Contractual Liability - Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of SECTION II - WHO IS AN INSURED:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to SECTION II - WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% i n, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% i n such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II — Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED — RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II — WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED — EMPLOYEES AND VOLUNTEER WORKERS — BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II — WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED — NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II — WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II — Who Is An Insured, each such organization will be deemed to be designated i n the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company;
or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED CONTROLLING INTEREST

1. The following is added to SECTION II —WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II — WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED — MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II — WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operatio ns.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II — WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III — LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I — COVERAGES — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II —Who Is An Insured.

K. MEDICAL PAYMENTS — INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III — LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION — PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION — WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY — RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

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POLICY NUMBER: **810-7N676545-21-43-G**

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** **30**

PERSON OR ORGANIZATION: **ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:**

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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POLICY NUMBER: **810-7N676545-21-43-G**

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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POLICY NUMBER: **810-7N676545-21-43-G** ISSUE DATE: **11-03-21**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** **30**

PERSON OR ORGANIZATION: **ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:**

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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ENDORSEMENT # 014

This endorsement, effective 12:01 AM 11/9/2021

Forms a part of policy no.: 028174912

Issued to: WILLDAN GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;

2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative OR Countersignature (In states where applicable)

a. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

b. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured and which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured;

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A)

POLICY NUMBER: UB-0L663678-21-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.
Insured | Premium

Insurance Company | Countersigned by _____

DATE OF ISSUE: 11-04-21 **ST ASSIGN:**

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00) - 001

POLICY NUMBER: **UB-0L663678-21-43-G**

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSE-M ENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRIT-TEN REQUEST FROM YOU TO US.	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: **11-04-21** ST ASSIGN:

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 9

Agenda Item: Maintenance Agreement with Caltrans for Parking Wayfinding Signs on U.S. 50

Executive Summary: As a part of the settlement agreement with Tahoe Crescent, LLC, the City has agreed to install four wayfinding signs on the U.S. 50 near Heavenly Village Way for the City Parking Garage on Bellamy Court. The California Department of Transportation requires a Maintenance Agreement for these signs to receive an encroachment permit.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Maintenance Agreement with the California Department of Transportation for parking wayfinding signs on U.S. 50.
Responsible Staff Members: Anush Nejad, Director of Public Works and Randy Carlson, Associate Civil Engineer

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031
Randy Carlson, Associate Civil Engineer (530) 542-6033

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

Attachments:

01-Staff Report - Maintenance Agreement.docx
02-Wayfinding Sign.pdf
03-Maintenance Agreement CalTRANS Wayfinding Signs.docx
04-Tahoe Crescent Pre-Litigation Settlement Agreement.pdf

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

Meeting Date: May 3, 2022

Title: Maintenance Agreement with Caltrans for Parking Wayfinding Signs on U.S. 50

Location: U.S. 50 near Heavenly Village Way

Responsible Staff Member: Anush Nejad, Director of Public Works – (530) 542-6031
Randy Carlson, Associate Civil Engineer – (530) 542-6033

Background: On October 19, 2021, the city reached a settlement agreement with Tahoe Crescent, LLC regarding parking enforcement at the privately-owned parking lot at the Village Center, 4000 Lake Tahoe Blvd**.** Beginning on April 1, 2022, in cooperation with shopping center owner Tahoe Crescent, the City of South Lake Tahoe implemented a Parking Ambassador Program to help manage the parking needs and enforcement in the Village Center lots, the City's Parking Garage on Bellamy Court, and the paid on-street parking on Bellamy Court and Transit Way.

New 2-Hour parking signs have been installed in the Village Center lot, which are being enforced by City's Community Services Officers. The new signs are posted at all entrances and in the parking lot. As a part of the settlement agreement, the City also agreed to install wayfinding signs on U.S. 50 near Heavenly Village Way and along Heavenly Village way to alert visitors that public parking is available at the City's parking garage on Bellamy Court.

Issue and Discussion: The City submitted plans for the new wayfinding signs on U.S. 50 to the California Department of Transportation (Caltrans) and has received an encroachment permit approval to install four new wayfinding signs. Attachment 1 is the sign layout approved by Caltrans. As a part of the permit, Caltrans requires a maintenance agreement. See Attachment 2. This agreement is similar to other agreements the City has executed with Caltrans.

Financial Implications: The City will be obligated to maintain these signs. This work can be accomplished as a part of the streets maintenance program. Maintenance costs will be minimal and will be covered through the citywide sign maintenance program. It is likely that the signs will increase utilization of the parking garage, increasing parking revenue.

Environmental Considerations: The proposed maintenance agreement and installation of wayfinding signs is categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities) because it involves the maintenance and minor alteration of an existing public highway involving negligible or no expansion of existing or former use.

Policy Implications: Installation of the parking wayfinding signs will help to more effectively manage parking in the Heavenly Village area.


P
PUBLIC PARKING
Right on
Heavenly Village Wy
City of South Lake Tahoe
48"
36"

MAINTENANCE AGREEMENT
WITH THE CITY OF SOUTH LAKE TAHOE

THIS AGREEMENT is made effective this 3rd day of May 2022, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of South Lake Tahoe; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Encroachment Permit Number 0322-NSI0034.

2. This Agreement addresses CITY responsibility for the four "WAYFINDING SIGNS" (collectively the "SIGNS") placed within State Highway right of way on State Route 50, as shown on Exhibit A, attached to and made a part of this Agreement.

3. Maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of SIGNS as shown on said Exhibit "A."

4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

   5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

6. CITY agrees, at CITY expense, to do the following:

   6.1. CITY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, to MAINTAIN SIGNS conforming to those plans and specifications (PS&E) pre-approved by STATE.

6.2. CITY will have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way.

6.2.1. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

6.2.2. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way

6.3. CITY shall ensure that areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including:

6.3.1. To expeditiously MAINTAIN, replace, repair, or remove from service any SIGN component that has become unsafe or unsightly.

6.4. CITY will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the SIGNS in an expeditious manner.

6.5. To remove SIGNS and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

7. STATE may provide CITY with written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

8. STATE shall issue encroachment permits to CITY at no cost to them.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

9.2. If during the term of this Agreement, CITY should cease to MAINTAIN the SIGNS to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove SIGNS at CITY's sole expense and

restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing SIGNS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance - If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works"

as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

10. INSURANCE

10.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

10.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

11. TERMINATION - This Agreement may be terminated by mutual written consent of PARTIES, and by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

13. AUTHORITY - Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. CITY represents and certifies that it has, through its regular political

process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required.

14. COUNTERPARTS - This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

15. ELECTRONIC SIGNATURES - Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF SOUTH LAKE TAHOE

By: _____
Devin Middlebrook, Mayor

Initiated and Approved

By: _____
Joseph Irvin, City Manager

ATTEST:

By: _____
Susan Blankenship, City Clerk

Approved as to Form:
By: _____
Heather Stroud, City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Deputy District Director
Maintenance District 3

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

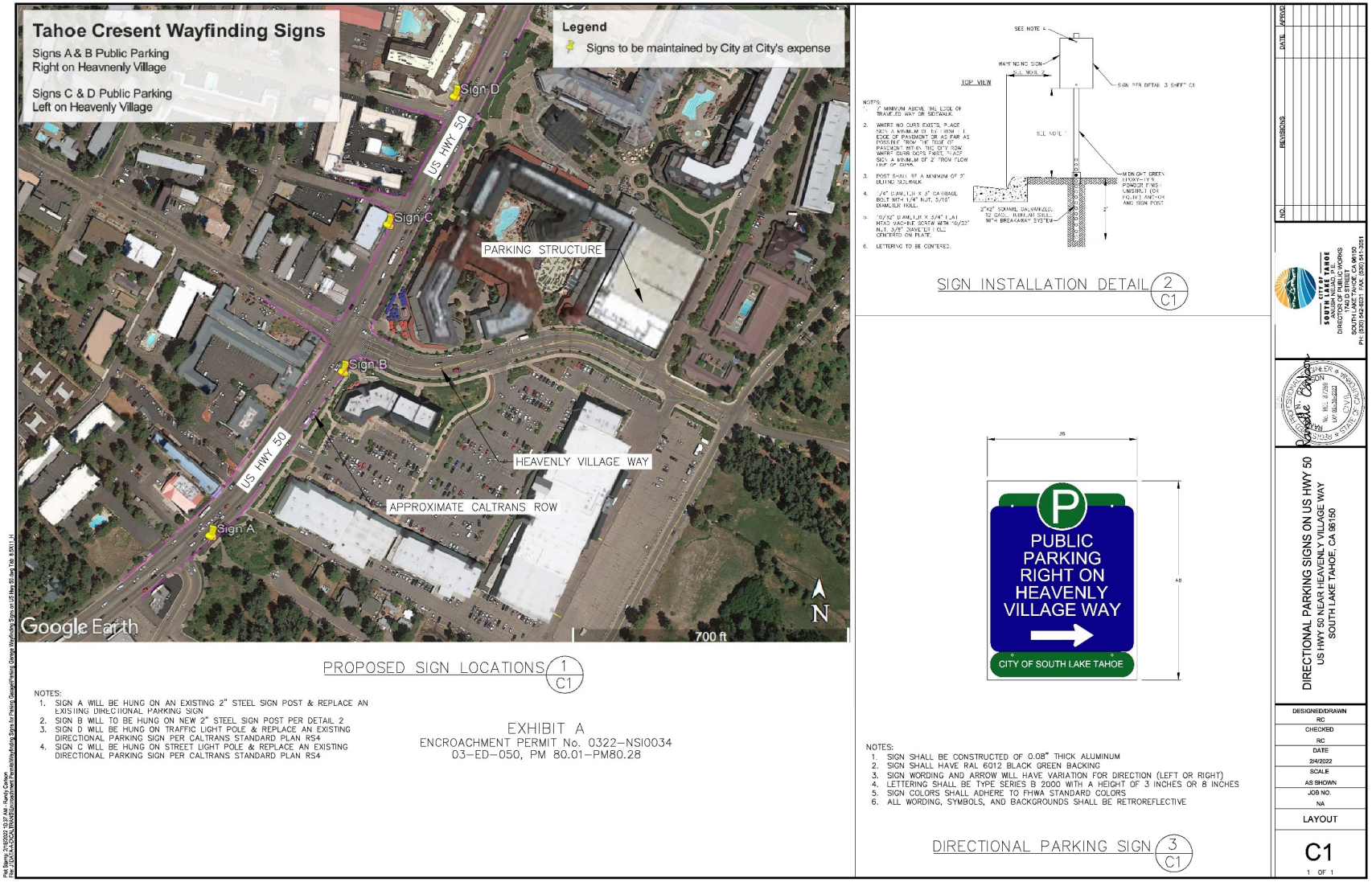


EXHIBIT B – STATEMENT OF SELF INSURANCE FOR CITY OF SOUTH LAKE TAHOE

California Department of Transportation
703 B Street
Marysville, CA 95901

May 3,2022

ATTN: Jose Luis Valdez, District 3 Maintenance Project Delivery Liaison

CITY OF SOUTH LAKE TAHOE
Department of Finance

RE: Statement of Self Insurance for City of South Lake Tahoe ("CITY") Related to Maintenance Agreement with the State of California, acting by and through the Department of Transportation, ("STATE") for improvements along STATE Route 50 in the County of El Dorado between Post Mile 80.01 and PM 80.28, MA-County of El Dorado-03-ED-050-PM 80.01-PM 80.28 ("Maintenance Agreement").

Dear Mr. Valdez,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 10 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

_____

Olga Tikhomirova, Director of Finance

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PRE-LITIGATION SETTLEMENT AGREEMENT

This Pre-Litigation Settlement Agreement ("Agreement") is entered by and between the City of South Lake Tahoe, a municipal corporation ("City"), and Tahoe Crescent LLC, a California limited liability company ("TC"). The effective date of this Agreement is October 19, 2021.

RECITALS

A. The City and TC are parties or successors in interest to parties to the Amended and Restated Park Avenue Development Project Parking Management Agreement, dated August 26, 2002 ("2002 Agreement").

B. On March 15, 2021, TC sent a Pre-Litigation Notice to Mediate to the City and the other parties or successors in interest to the parties to the 2002 Agreement.

C. On May 13, 2021, TC and the City participated in mediation which resulted in an Interim Pre-Litigation Settlement Agreement. The other parties or successors in interest to the parties to the 2002 Agreement were notified of the mediation and invited to participate, but did not participate.

D. On October 8, 2021, after implementing the terms of the Interim Pre-Litigation Settlement Agreement and considering the recommendations in the Parking Management Report dated September 30, 2021, prepared by Dixon Resources Unlimited (Attached as Exhibit A), TC and the City participated in a follow-up mediation which resulted in this Agreement.

AGREEMENT

1. **IMPLEMENTATION OF PARKING MANAGEMENT REPORT**. TC and the City agree to implement the recommendations of the Parking Management Report as follows:

   a. Recommendation #1: Introduce a Customer Service Parking Ambassador Program. The City agrees to commit one full-time Community Service Officer (CSO) and a part time CSO(s) to equal 1.75 FTEs to serve as Parking Ambassadors to provide the services described in the Parking Management Report in the City Parking Garage, Bellamy Way paid parking area, and "Crescent V" north and south lots. The City will work in good faith to have the Parking Ambassadors hired and trained to begin this work by March 1, 2022. The City commits to provide Parking Ambassadors on a fixed daily schedule that may differ by the season depending on peak parking

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periods during each season. The City and TC will meet and confer to develop the fixed daily schedule for each season for the first year beginning on March 1, 2022. All revenue generated from issuing parking tickets will belong to the City. If, on February 1, 2022, the City anticipates it will not be able to implement the Customer Service Parking Ambassador Program (CSPAP) on or before March 1, 2022, despite good faith efforts, the City will provide notice of such to TC and parties will meet and confer as to interim parking management responsibilities and costs until the City implements the CSPAP.

b. Recommendation #2: Create a Parking Management Zone to include the Village Center Lots, the Garage, and Bellamy Court/Transit Way. TC and the City agree to implement this recommendation to treat the "Crescent V" north and south lots, City Parking Garage, and Bellamy Way paid parking area as one Parking Management Zone.

c. Recommendation #3: Update Parking Restriction Signage for the Village Center Main Lot. TC and the City agree to implement this recommendation by working together on the design and branding of the Village Center Main (north) Lot signage to be consistent with the design and branding of the wayfinding signage discussed in Recommendation #4. TC agrees to pay to replace the existing pole-mounted parking signage in the north lot with this updated signage. TC and the City agree to work together in good faith to have the new signage installed on or before March 1, 2022, to coincide with the commencement of the Parking Ambassador program.

d. Recommendation #4: Improve Wayfinding to Appropriate Parking Locations. The City agrees to implement this recommendation by developing a schematic wayfinding signage plan for the area along US 50 between Pioneer Trail and Friday Avenue, and along Heavenly Village Drive. The City agrees to pay for the installation of these wayfinding signs, and will work in good faith to have applications to install the new signage in the US 50 right-of-way submitted to Caltrans on or before March 1, 2022, to coincide with the commencement of the Parking Ambassador program.

e. Recommendation #5: Utilize a License Plate Recognition (LPR) System. TC and the City agree to implement this recommendation by the City initially using its existing handheld LPR software currently used by CSOs. The City agrees to test the functionality of its existing handheld LPR software prior to the March 1, 2022 commencement of

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the Parking Ambassador program. If, after this testing, the existing software will not serve the intended purpose of this recommendation and needs to be replaced or upgraded, then the City and TC will meet and confer on cost-sharing for such an upgrade. In the event the parties are unable to agree to cost share the parties shall submit the sole issue of cost allocation to binding arbitration before JAMS.

f. Recommendation #6: Change Operational Model of the Garage. The City agrees to implement this recommendation by exploring the feasibility of transitioning to a pre-pay system. The City commits to bring any budget adjustments needed to implement this system to the mid-year budget discussion at City Council in March 2022.

g. Recommendation #7: Renovate the Electronic Permit System. TC and the City do not wish to implement this recommendation at this time in the interest of focusing on higher priority recommendations to see if they resolve the parking congestion issues first. For now, TC will continue to provide employee parking placards for use in the "Crescent V" lots and the City will not issue parking tickets to vehicles displaying such a placard.

h. Recommendation #8: Provide / Update the Electronic Validation Program. TC and the City do not wish to implement this recommendation at this time in the interest of focusing on higher priority recommendations to see if they resolve the parking congestion issues first. For now, TC will instruct its tenant businesses to have customers wishing to park for more than 2 hours to park in the east lot.

i. Recommendation #9: Change Compliance Model for Village Center and the Public Garage. TC and the City agree to implement this recommendation as set forth in this Agreement under Recommendation #s 1, 2, 3, 4, 5, and 6.

j. Recommendation #10: Consider Adding the East Lot into the Parking Management Zone. TC does not wish to implement this recommendation at this time, and the City consents.

k. Recommendation #11: Investigate a Reservation/Pre-payment System for Long-Term Parking. TC and the City do not wish to implement this recommendation at this time in the interest of focusing on higher priority recommendations to see if they resolve the parking congestion issues first.

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l. Recommendation #12: Ongoing Assessment and Review. TC and the City agree to implement this recommendation by holding quarterly meetings for the first year of this Agreement and then at least annually thereafter.

2. **PARKING ENFORCEMENT**. Prior to the implementation of the Parking Ambassador program on or about March 1, 2022, the City will not conduct any parking enforcement on the "Crescent V" property. Any parking enforcement conducted by TC will be at TC's own cost.

3. **DURABLE AGREEMENT.** TC and the City agree to work together in good faith to negotiate the terms of a new durable agreement to replace this Agreement, which may be the form of a Side Letter Agreement to the 2002 Parking Management Agreement. TC and the City anticipate that they will be in a better position to negotiate a new durable agreement within approximately a year of implementing the Parking Ambassador program, on or around March 1, 2023. This Agreement will remain in place until the new durable agreement is executed.

4. **AGREEMENT NOT TO SUE / NO WAIVER OF CLAIMS**. During the term of this Agreement, the parties agree not to pursue any legal action, including further pre-litigation demands to mediate or arbitrate, against each other arising out of the 2002 Agreement or the parties' respective duties thereunder. In making this agreement not to sue, the parties do not waive any claims they may have against each other, and nothing in this Agreement shall be interpreted as a release or waiver of claims. This Agreement is in furtherance of attempts by the parties to compromise and is not admissible in court under California Evidence Code section 1152.

5. **WAIVER OF MEDIATION PRIVILEGE / ADR.** This Agreement is a written settlement agreement prepared during mediation and is subject to disclosure, binding, enforceable, and admissible to prove the existence of the Agreement and/or to enforce the Agreement under California Code of Civil Procedure section 664.6. If there is a dispute arising out of this Agreement, TC and the City agree to use alternative dispute resolution by returning to mediation with Donald Person or another mediator.

5. **PREPARATION OF THIS AGREEMENT.** This Agreement is the product of negotiation and preparation by and among each party. The parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another and shall be construed accordingly.

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Dated: 10/21/2021

Travis Hackett

Travis Hackett
Tahoe Crescent LLC

Dated: 10/21/2021

Tamara Wallace
Mayor, City of South Lake Tahoe

Approved as to form:

Dated: 10/21/2021

By: Heather Stroud
Heather Stroud
City Attorney, City of South Lake Tahoe

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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Parking Management Report

City of South Lake Tahoe, CA

Village Center

September 30, 2021

Prepared by Dixon Resources Unlimited

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Introduction

This Parking Management Report was developed by Dixon Resources Unlimited (DIXON) on behalf of the City of South Lake Tahoe and Tahoe Crescent, LLC, to provide an action plan for resolving the parking challenges in the surface parking lot at the Village Center (see Figure 1).

This report outlines policies, procedures, technology, and strategies to address the current and future parking needs in the area.

Background

Since the construction of the South Lake Tahoe Park Avenue Development Project in 2000, a Parking Management Agreement has been in place to provide for the management and operation of parking in and around that project area, which is bounded by Montreal Avenue, Van Sickle Road, and Lake Tahoe Boulevard. The Parking Management Agreement applies to the South Lake Tahoe Public Garage ("Garage"), the surface parking lot at Village Center, underground parking at the Marriott Grand Residence Club and the Marriott Timber Lodge, and parking in the neighborhood streets adjacent to the project area. On August 6, 2002, an Amended and Restated Park Avenue Development Project Parking Management Agreement was executed and is still in place. The agreement included a provision that the City would be solely responsible for enforcement of the two-hour parking limit in the Village Center Main Lot. Parking enforcement in the Village Center parking lots has most recently been performed by Community Service Officers (CSOs), employees of the City who were hired by the Police Department and assigned various code enforcement tasks and non-sworn duties, including parking enforcement.



Figure 1: South Lake Tahoe Parking Locations

On August 11, 2011, the City of South Lake Tahoe and Tahoe Crescent Partnership, LLC. entered into a Side Letter Agreement to adjust parking enforcement expectations for the surface lot at the Village Center shopping area. This agreement shifted the cost of enforcement to Tahoe Crescent.

On February 2, 2017, Tahoe Crescent, LLC (successor-in-interest to the Tahoe Crescent Partnership, LLC) gave notice of termination of the Side Letter Agreement to the City, effective May 1, 2017. On June 20, 2017, those parties and the South Tahoe Joint Powers Parking Authority executed an Amended and Restated Side Letter to the Parking Management Agreement to amend the parking enforcement duties of the respective parties. The Amended and Restated Side Letter provided that the City and/or South Tahoe Joint Powers Parking Authority would contribute $50,000 per year to help offset Tahoe Crescent, LLC's parking enforcement costs.

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On January 15, 2019, a Second Amended and Restated Side Letter to the Parking Management Agreement clarified the enforcement expectations for the surface parking lot, including the annual payment. City Council also requested a parking study before renegotiating the terms of the agreement.

On January 14, 2020, the agreement was extended for one year while the parking study was underway. The agreement was not extended in 2021.

The parties to the agreement have gone through mediation, which resulted in the engagement of DIXON to develop this action plan.

Existing Conditions Assessment

The project started by evaluating the existing conditions at the Village Center and South Lake Tahoe Public Garage (See Figure 1).

Parking Inventory and Operations

The Village Center, managed by Hackett Management ("Hackett"), has three primary lots, listed in Table 1 and illustrated in Figure 2.

Lot Location	Lot Name(s)	Primary Usage	Space Count
North	Main Lot	Patrons of Village Center Merchants	410
South	Employee Lot	Employees of merchants in Village Center	112
East	Paid Lot, Heavenly Gondola Lot	Visitors to the region and employee lot overflow	275

Table 1: Village Center Parking Lots

The Village Center Main Lot, also called the "Crescent V" and the "Raley's Lot," has a two-hour time limit with no re-parking (i.e., customers may not move their vehicles to another parking space to extend the time, even if they have left the lot), and is provided for customer parking only. This is intended to ensure turnover so that spaces are available to customers of the merchants at the Village Center. Customers of nearby businesses (that are not Village Center merchants) are allowed to park in the Main Lot, if they observe the time limit. However, because of its location and prominence on Lake Tahoe Boulevard, near Heavenly Village, the Main Lot is attractive to drivers looking for long-term parking. Additionally, other parking locations in the vicinity charge for parking, giving drivers an incentive to use the "free" parking at the Village Center.

Employees of the merchants at the Village Center are issued annual, numbered parking passes that authorize parking in the Village Center Employee Lot.

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The South Lake Tahoe Public Garage, also called the Heavenly Village Garage, contains 420 spaces for transient parkers (who park for shorter terms, usually a day or less, as opposed to people who have passes and use the facility frequently). Optionally, parking passes may be purchased from the City. Additional paid parking can be found on-street nearby, along Bellamy Court.



Figure 2: Village Center Parking Lots

The Village Center is currently using its own private security to perform enforcement duties. Between 8 am-and 5 pm on Fridays, Saturdays, and Sundays, when the lots are the busiest, the private security has two staff on-site. The service currently costs Hackett more than $120,000 a year. To enforce the two-hour time limit, the hired security officers physically chalk the tires of parked vehicles on an hourly basis. After a vehicle's parking session has exceeded two hours, a warning notice sticker is placed on the windshield, and if the vehicle has not been moved within three hours after the initial tire chalking, security arranges for towing. Photos are taken to document all violators that are subject to towing. A third-party towing service is used, and the Village Center does not receive any exchange of funds for this service. During the first eight months of 2021, approximately 1,600 stickers were used (averaging 200 per month), and approximately 311 vehicles were towed. Note, however, that the local economy was still impacted by the pandemic for the first few months of the year, suggesting that more vehicles would be found out of compliance under "normal" conditions.

It is important to understand why vehicles that overstay the time limit in the Village Center parking lot are towed. In California, operators of private parking lots are not authorized to issue parking citations. In 2011, the Attorney General of the State of California issued Opinion 07-804, concluding:

1. *Neither California Vehicle Code section 22658, nor any other state law, authorizes private property owners to issue parking citations imposing monetary sanctions to the owners of vehicles parked on their property.*
2. *Absent statutory authorization, private property owners may not acquire, by means of issuing a written warning or posting signage, the right to issue parking citations imposing monetary sanctions to the owners of vehicles parked on their property.*
3. *Persons who tow and impound vehicles under Vehicle Code section 22658 may not require payment of parking citations that have been issued by private property owners.*
4. *Owners of vehicles who have received parking citations imposing monetary sanctions issued by private property owners or their agents do not have rights or remedies per se, but the citations are unenforceable against the vehicle owners.*

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If authorized by resolution of the City Council, private operators may issue a parking fee invoice, *i.e.*, a demand for payment of an amount for parking in violation of the regulations established by the operator. However, there are no consequences to the owner of the vehicle if the fee invoice is not paid.

The California Vehicle Code allows immobilization, such as "booting," for one specific purpose—when a vehicle has accumulated five or more citations not paid by the due dates. Opinion 03-1204, issued by the Attorney General in 2004, affirmed that CA Vehicle Code section 22651.7 *requires ... that a "peace officer" immobilize the vehicle parked "on a highway or any public lands."*

Towing a vehicle that has overstayed the two-hour parking limit is a harsh penalty, but it is the only remedy currently available to the operator of a private parking lot in California. Hackett uses this option as a last resort for maintaining compliance within the lot. They would prefer a more customer-friendly solution to ensure sufficient turnover in the lot and that customers are able to find parking spaces at any time during the day.

Parking Utilization

A data-driven approach is essential for making informed parking decisions. There are often differences between perceptions and reality when looking at parking challenges, and data is required to justify specific claims that there is not enough parking to guide recommendations. Parking availability may seem insufficient when the reality is there may not be available parking directly in front of a driver's destination but there is availability within a short walking distance. Parking availability is defined by an occupancy rate, which compares different amounts of vehicles parked within the parking space inventory. When a parking lot reaches an occupancy rate greater than 85%, it is considered "congested," which can impact the ease of finding a space. The parking industry identifies the 85% occupancy rate as the measure for considering policy changes. The right size of a parking lot is determined when it is busiest, referred to as a peak occupancy period. Peak occupancy rates between 70-85% are optimal, so that it is not too difficult to find a space and the land is being used to its greatest potential. Parking occupancy rates that are consistently low demonstrate that the parking lot is too large, which requires greater sums of money to maintain the facility that could be better invested in other areas. The low occupancy also influences travel choices, such as driving over transit use.

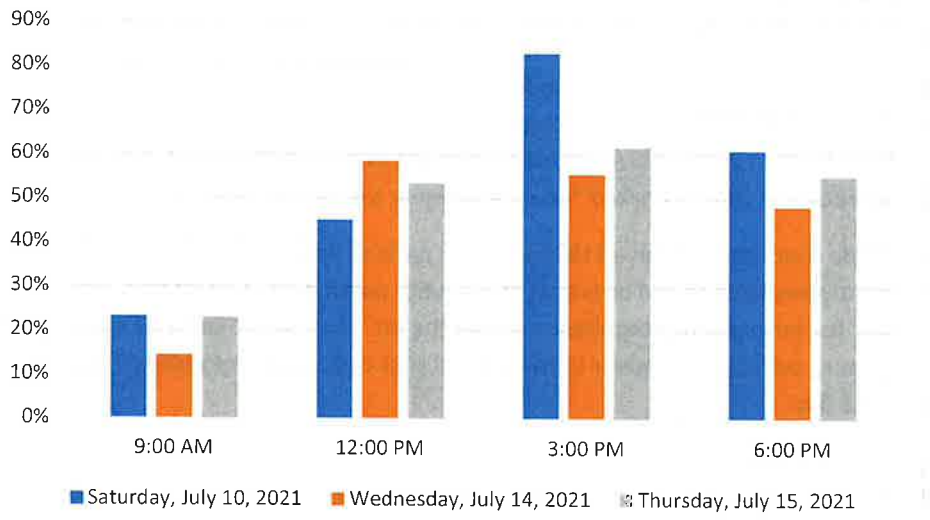
Village Center Analysis

Parking occupancy rates were gathered by utilizing two methods to assess existing parking conditions in the Village Center parking lots: manual counts and camera observations. The manual parking counts were conducted by South Lake Tahoe City employees for the three Village Center lots. Parked vehicle counts were collected at 9 am, 12 pm, 3 pm, and 6 pm on Saturday, July 10th, Wednesday, July 14th, and Thursday, July 15th. These times were selected to observe parking occupancy trends throughout the day on weekdays and weekends.

The North Lot is the largest lot and has the most activity, as it is intended for customers of the Village Center shops. Measured occupancy was the highest at 83% on Saturday at 3 pm. While weekday occupancy also peaked at 3 pm, the highest occupancy rate was 62% on Thursday. Occupancy did not vary much from 12 pm through 6 pm and did not go below 48%. Morning occupancy was low for all days, staying at or below 23%.

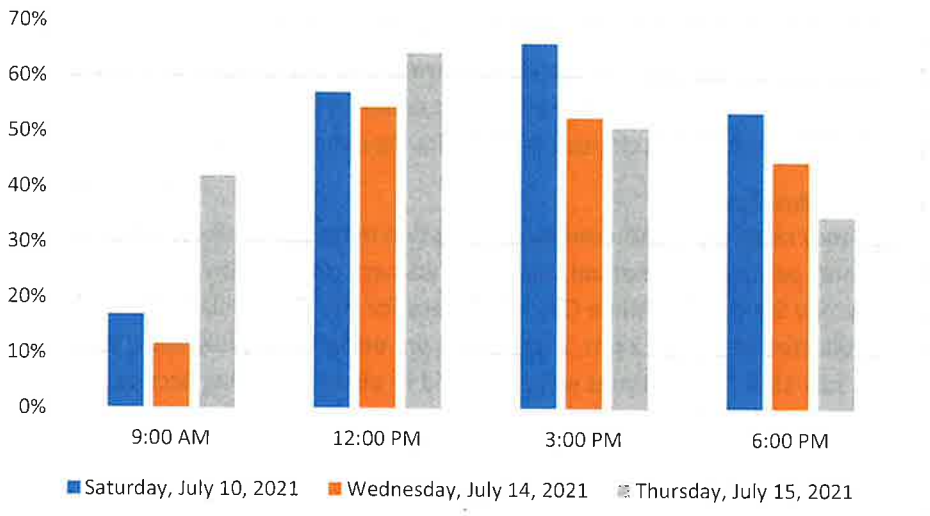
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Chart 1: Village Center North Lot Parking Occupancy



The South Lot is intended for employees of the Village Center and did not reach optimal occupancy rates of 85% on any day. Like the North Lot, occupancy rates were consistently higher on Saturday, peaking at 66% occupancy at 3 pm, and did not go below 54% between 12 pm and 6 pm. Weekday data collection measured comparable occupancy rates at 12 pm and 3 pm on Wednesday and Thursday, ranging between 51% to 64%.

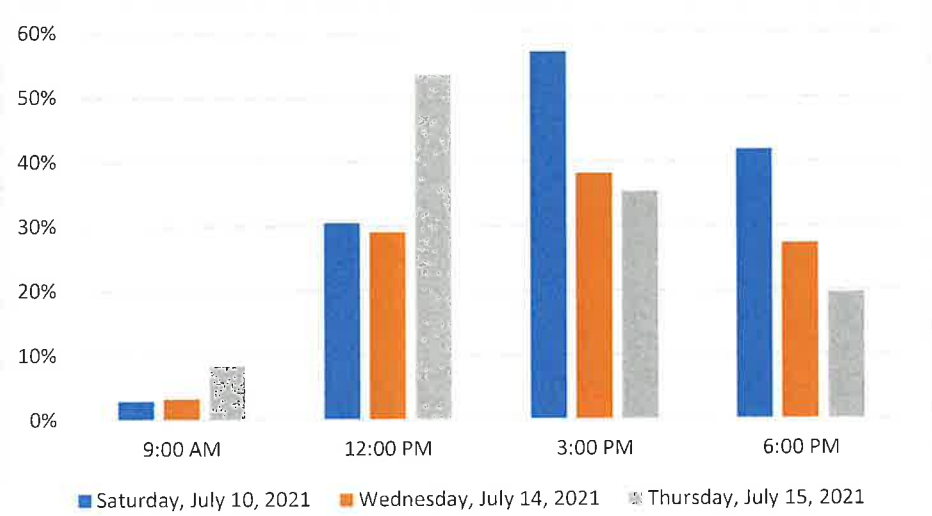
Chart 2: Village Center South Lot Parking Occupancy



The East Lot is separated from the rest of the Village Center and is a paid parking lot intended for visitors of the Heavenly Gondola and those who are not Village Center customers, or who wish to stay longer than the posted time limits. The lot was busiest at 3 pm on Saturday at 57% occupancy and did not exceed 42% for all other collection times. Weekday occupancy was never measured greater than 38%, except for Thursday at 12pm, when it was 53% occupied.

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Chart 3: Village Center East Lot Parking Occupancy



In addition to the manual counts, the evaluation utilized four cameras that are located on the Jamba Town Center building located in the North Lot (see Figure 3 and Images 1-4) to measure parking occupancy on several weekends when the Village Center is the busiest. This analysis examined photos at 10 am, 12 pm, 3 pm, and 5 pm on Fridays, Saturdays, and Sundays, between Friday, May 7 and Sunday, August 1. While the cameras provided detail on a wide spectrum of the North Lot, there were slight gaps between images, as well as tree coverage that prevented full vehicle counts from being performed and compared against the parking space inventory. Instead, visual occupancy estimates were completed since the total number of vehicles could not be compared against the total spaces for the lot. Each photo within the set of four on each day and time was categorized into four occupancy ranges: < 50%, 50-85%, 85-95%, and > 95%. In order to analyze a combined occupancy rate across all four photos, each occupancy range was assigned an average value where < 50% = .25, 50-85% = .675, 85-95% = .9, and > 95% = .975. This was used to calculate the average occupancy to represent the entire lot.



Figure 3: Four Cameras Located in the North Lot

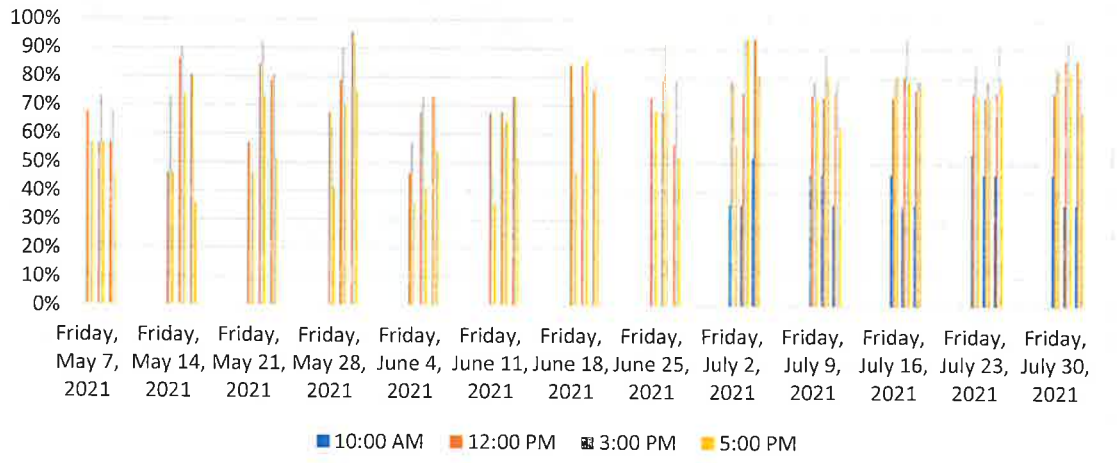
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Images 1- 4: Four Cameras used for Occupancy Observations in the Village Center North Lot

The busiest day was Saturday, July 3, during the July 4th Holiday weekend, with average occupancy rates of 94% at both 3 pm and 5 pm. Overall, occupancy rates were consistently higher during weekends in July compared to weekends in May and June, as seen in Chart 4.

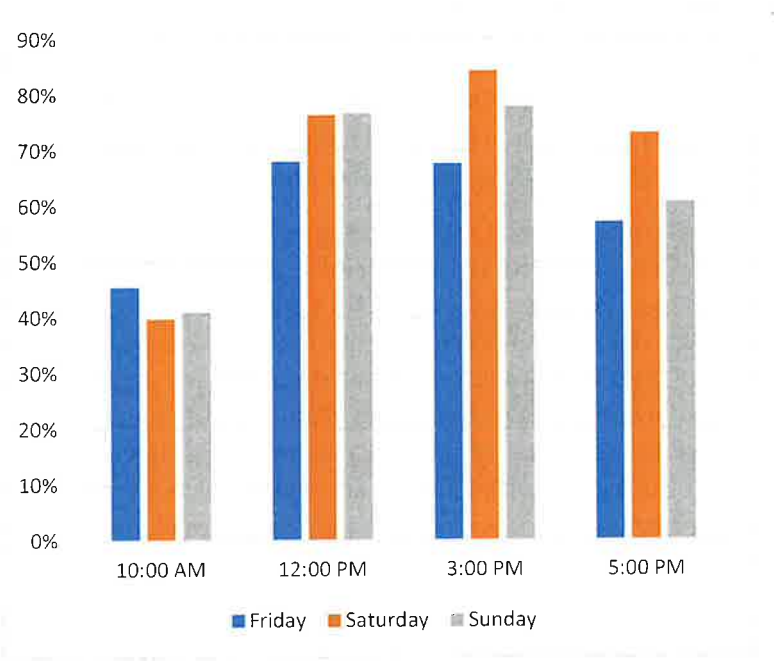
Chart 4: Village Center North Lot Average Parking Occupancy by Day



After averaging parking occupancy across all weekends, Saturdays at 3 pm have the highest average occupancy rate, at 84%. The lowest average occupancy rates on Saturdays, between 12 pm and 5 pm, was 73%. Average parking occupancy for Sundays remained higher at 12 pm and 3 pm counts, with rates of 77% and 78%, respectively. Friday average parking occupancy did not exceed 68%. Average occupancy for all days at 10 am was low and did not surpass 46%.

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Chart 5: Village Center North Lot Average Parking Occupancy by Day of Week



As Chart 4 shows, the North Lot experiences occupancy levels that surpass the 85% threshold leading to congestion as people drive around to find a parking space. Current enforcement methods may be contributing to the performance of this lot, and it can be expected that occupancy rates would increase if there were no efforts to manage the parking in this lot. Regular enforcement is an important tool that incentivizes compliance. Despite any posted restrictions for parking spaces, many drivers will ignore the signs if they believe there will be no consequences for not complying.

The North Lot is currently patrolled by a private security company employed by the management. Each vehicle's tire is chalked, and when the chalk marks indicate the vehicle has been parked for more than two hours, a warning sticker is placed on the vehicle's windshield. When chalk marks indicate the vehicle has been parked for more than three hours, the security patrol arranges to have the vehicle towed from the lot. Per current California law, towing the vehicle is the only enforcement remedy available to owners of private off-street parking lots.

Parking Garage Analysis

The Garage operates 24/7 and is managed with automated license plate recognition (ALPR) at the entrances and exits, and pay stations provided by OmniQ Corp. The Garage also employs a video intercom supported by Parker Technology. Paid parking rates are $1.25 per 20 minutes, $3.75 per hour, a $25 daily maximum, and a flat rate of $5 after 5:00 pm. Rates are doubled during Holiday periods including New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. ALPR technology is used to scan license plates entering the facility. The data is used to track vehicles with parking passes linked to their plate number, otherwise, drivers must pay at an OmniQ Perimeter pay station located in the facility. Parking passes can be purchased monthly at a rate of $125 per month between April and October and $175 per month between November and March. A six-month parking pass can be purchased for $600. A winter ski season pass is effective through the end of April. It costs $600 if

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purchased prior to November 30, $500 if purchased between December 1 and December 31, and $400 if purchased between January 1 and the end of April.

DIXON received historical transactional data from OmniQ ranging from January 1, 2018, through August 19, 2021. The total number of transient parking transactions paid at an on-site pay station was compared to the total number of vehicles entering the facility. The total number of vehicles entering the facility can include transient parkers, parking pass holders, and vehicles classified as "fleet."

The use of the parking garage by all types of parkers has increased year to year since 2018, except for 2020 when COVID-19 restrictions were in place and overall activity decreased across many sectors of life. 2021 has seen a large spike in usage as of August 19, with over 209,000 total vehicles entering so far this year, with an average of 27,570 total vehicles entering the facility per month through July 2021, compared to an average of 18,423 total vehicles entering the facility per month in 2019. The average of monthly transient parkers, however, was stagnant from 2018 and 2019, between 6,300-6,500, before seeing a dip in 2020. Similar to the number of total vehicles, the Garage has experienced a large spike in transient use this year, with an average of 9,050 transient vehicles per month through July of 2021. Revenue in 2021 from transient parkers is on pace to significantly exceed revenue from 2018 and 2019, as it passed $696,000 in August 2021.

Year	Transient Parker Revenue	Transient Parkers	Average Transient Parkers per Month	Total Entries	Average Total Entries per Month
2018	$792,085.00	78,114	6,510	126,717	10,560
2019	$796,922.50	76,453	6,371	221,080	18,423
2020	$475,597.50	49,932	4,161	164,201	13,683
2021*	$696,271.25	69,268	9,050	209,220	27,570

Totals for 2021 data is through August 19th, and monthly averages are through the end of July.

Table 2: South Lake Tahoe Garage Revenue and Usage

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Chart 6: South Lake Tahoe Garage Monthly Visitors

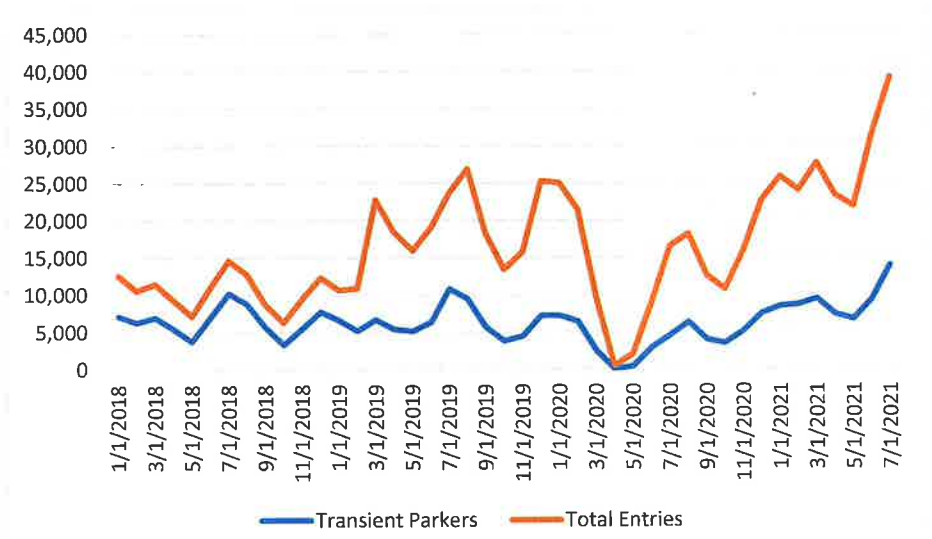
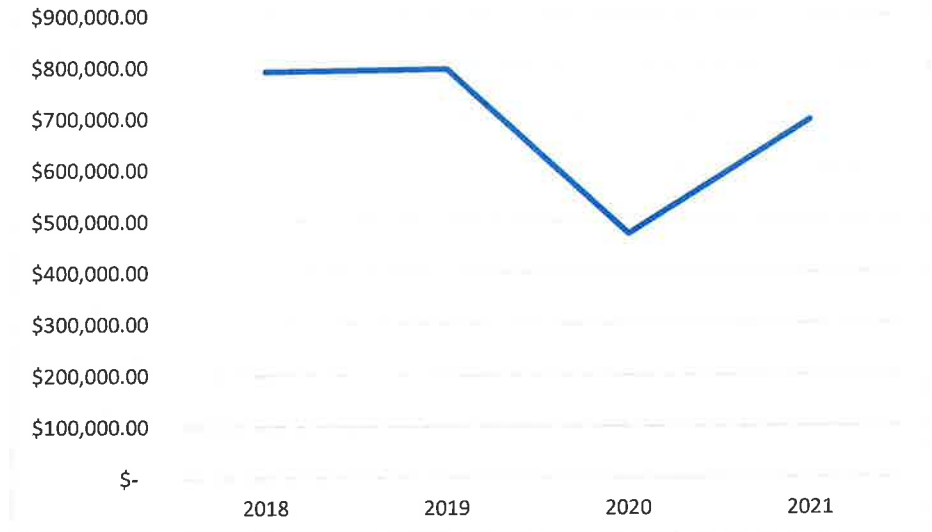


Chart 7: South Lake Tahoe Garage Annual Transient Parker Revenues



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Current Mitigation Measures

As previously discussed, the Village Center Main Lot has times when it is congested. The management has also been made aware of people who park in the Village Center Main Lot early in the day and walk across the street to Heavenly Village, leaving their vehicles in the Village Center Main Lot for long periods of time. Hackett has attempted to mitigate the impact of those vehicles in the North Lot. Parking spaces close to Heavenly Village Way are blocked off each morning with cones that are gradually removed throughout the day to open the spaces as the Village Center merchants open for business. Placement of the cones appears to be discouraging parking in these spaces by visitors who intend to visit Heavenly Village (see Figures 4, 5, and 6), and effectively reserving the spaces for customers of the merchants in the Village Center, particularly the merchants closest to Heavenly Village.



Figure 4: Village Center Blocked Parking Spaces



Figure 5: Village Center Blocked Parking Spaces

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Figure 6: Village Center Blocked Parking Spaces

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Action Plan

As noted elsewhere in this report, the two-hour limit is necessary in the Village Center Main Lot to encourage turnover so customers of the Village Center merchants can easily find parking when shopping and dining. This action plan identifies recommended changes to policies, wayfinding, signage, enforcement, and technology to provide determent of public parking for more than two hours in the Village Center Main Lot, allowing the City and Hackett to revert to the original commitment in the 2002 agreement for management and operation of parking in the Park Avenue Development Project area.

Guiding Principles

The following principles were used to guide the development of this action plan.

1. **Equity**: Develop an equitable plan that appropriately balances the parking needs of residents, businesses, and visitors, enabling the parking supply in the South Lake Tahoe Park Avenue Development Project area to serve the community fairly and enhance access for all.
2. **Adaptability**: Create an adaptable parking system that is optimized for the community's current needs but can be incrementally updated and adjusted over time.
3. **Efficiency**: Implement financially sustainable strategies that modernize and streamline parking program management.
4. **Positivity**: Foster a positive parking experience by focusing on ease of use and customer service. Parking is often the first and last experience that someone has when visiting a destination, so it's important to establish a positive experience.

Recommendations

The following recommendations consider the feedback from discussions with Village Center management and City Staff, the data collection results, and industry best practices. These recommendations are intended to address the current and long-term parking challenges within Village Center parking lots and the Garage.

Should the City and Hackett choose to proceed, the process must be a collaborative effort, requiring both parties to identify resources and make strategic investments toward the overall parking management solution.

The order of the recommendations in this report does not suggest an order of completion, as there are interdependencies between the various recommendations. Implementation planning will need to consider the entire scope of the recommendations. The actual timeline will be dependent on collaborative prioritization by both parties, availability of resources and funding, and the ongoing evaluation of initial implementation steps. The City and Hackett are encouraged to adjust the implementation approach as needed in response to evolving needs and priorities, and both must recognize this process will be implemented incrementally and will not be completed in whole at one time which is consistent with parking industry standards.

Recommendation #1: Introduce a Customer Service Parking Ambassador Program

The City should adopt the compliance-based Parking Ambassador program for customer interactions and enforcement to better reflect a customer-service oriented attitude to managing compliance in the lots and Garage. The Parking Ambassador model aligns with the lot owner's and City's emphasis on high-quality customer service, as well as generating a positive reputation for parking enforcement public interactions. Since each customer's visit starts and ends with parking, the experience factors significantly

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into the customer's overall satisfaction for their visit. The Parking Ambassador approach has no targets or quotas for citation issuance. Rather, the model focuses on educating parkers on regulations, answering customer questions, and selectively issuing warning notices before citations for first-time offenders to ensure that posted regulations are observed. Enforcement needs to be balanced with the opportunity to ensure visitor education and a positive customer experience.

As noted previously, parking enforcement in the Village Center parking lot has been performed by Police Department Community Service Officers (CSOs). The CSOs were often diverted to other types of enforcement and were regularly unavailable during periods of heavy parking demand, leading the City and Tahoe Crescent to find other resources for monitoring the Village Center parking lots and enforcing the two-hour time limit on non-compliant vehicles.

This report noted earlier that private parking lot operators cannot issue parking citations for parking violations. However, City employees *can* write citations in privately owned parking lots. California Vehicle Code section 21107.8 authorizes a City to adopt a resolution that designates privately owned off-street parking facilities within the City that are held open for use by the public for the purpose of vehicular parking, like the Village Center parking lots, as facilities subject to the Vehicle Code. This allows the City to issue parking citations in such off-street parking facilities once a resolution has been passed. On December 12, 2017, the City Council passed Resolution 2017-83, authorizing the City to issue parking violations at the Village Center.

Consistent enforcement coverage will result in higher rates of compliance with parking policies, which is critical for the success of the parking operation. Without proper enforcement, the City and Tahoe Crescent will not be able to reach their overall parking and congestion goals, and investments in parking assets and technology are unlikely to be effective.

The Parking Ambassador(s) should be assigned to provide parking enforcement coverage for the Village Center, the Garage and Bellamy Court. The Parking Ambassador should not be reassigned to other tasks during periods of personnel shortage, except during emergency situations, to ensure consistent coverage. If the Police Department's operational structure does not allow this restriction, the City should consider repositioning this role into another department to allow the role commitment necessary to provide consistent coverage. Regardless of the location of the role within the City, the Parking Ambassadors should be trained specifically on principles of customer service, de-escalation, and parking enforcement.

In consideration of existing conditions, the current recommendation is for one full-time equivalent (1 FTE) plus one part-time (30-32 hours per week—0.75 FTE) Parking Ambassador. The schedule will be mutually agreed upon by both parties. To provide consistent coverage during peak and non-peak periods, the Parking Ambassador schedule and staffing should be considered upon the following recommendation:

- A Parking Ambassador should be assigned daily, 9:00 am-7:00 pm.
    - The only exception would be Village Center holiday closure (if any).
- Supplemental Parking Ambassador support should be assigned during activity peaks, particularly on weekends.

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Conditions should be regularly assessed (at least quarterly) to review occupancy impacts and determine staffing coverage

When on duty, a Parking Ambassador should be equipped with appropriate tools, including:

- Handheld parking enforcement device, provisioned with wireless service, a parking citation printer, camera, and License Plate Recognition (see Recommendation #5: Utilize a License Plate Recognition (LPR) System), like the Data Ticket handhelds already used by the City for parking enforcement
- Notepad and pen/pencil
- Two-way radio, to communicate with other Parking Ambassadors on duty and summon help in an emergency
- Cell phone (unless ticket writing device is capable of phone calls and text messages)
- Flashlight
- Identification as a City of South Lake Tahoe employee
- Traffic Safety Vest
- Protection from inclement weather

The LPR function on the Parking Ambassadors' handhelds will replace the chalking currently used to determine if vehicles have exceeded the two-hour limit. Using this function provides several benefits:

- Parking Ambassadors will not have to approach each vehicle to physically mark the tires with chalk; the LPR system creates a record of each vehicle's location and time it was observed, known as "virtual chalking."
- The use of LPR system would avoid 4th Amendment tire chalking challenges.
- Using the LPR system is more efficient and avoids repetitive stress injuries commonly associated with physical chalking.
- The system creates and retains digital proof of a vehicle's duration in the lot.
- Since the handhelds are connected wirelessly, they can receive updates; a system to "validate" vehicles for extended parking time (see Recommendation #8: Update the Electronic Validation Program) could be implemented at the option of the property owner, and the handhelds would not flag those vehicles as overstays.

Parking Ambassadors should patrol the lot and Garage on foot. This will avoid having them caught in traffic congestion in a busy lot, and it will also provide a presence that makes it easier for customers to approach and ask for assistance.

The Parking Ambassador staffing and associated equipment are provided by the City. Citation monies are received and managed by the City and the property owner shall have no claim to this revenue.

Recommendation #2: Create a Parking Management Zone to include the Village Center Lots, the Garage, and Bellamy Court/Transit Way

Visitors park in the South Lake Tahoe Park Avenue Development Project for many reasons, including shopping, dining, skiing, sightseeing, and working. Each type of visitor has different needs, but not every need can be fulfilled by each individual lot. By considering the "big picture" when coordinating policies, rates, and operations, it will be easier to ensure the set of lots meets the needs of the various types of

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visitors expecting to park in the area, guiding visitors to the parking most appropriate to their visits and provide consistency in policies and operations.

The Village Center lots, the Garage, and the on-street parking on Bellamy Court and Transit Way should be components of a single parking management zone. This should include the Village Center East Lot (see Recommendation #10: Consider Adding the East Lot into the Parking Management Zone). Because all locations are within the South Lake Tahoe Park Avenue Development Project, a unified parking management zone will add efficiency and consistency to the operations. For example, if the on-street payment machines on Bellamy Court and Transit Way were upgraded to "pay-by-plate" operation, officers would be able to use the LPR system (see Recommendation #5: Utilize a License Plate Recognition (LPR) System) for enforcement on those two streets, instead of inspecting each vehicle for a payment receipt.

A single parking management zone will allow the City and Village Center to create a parking "brand" for the parking at the Village Center and Heavenly Village, leading to co-marketing opportunities. In addition, the parking technology recommendations in this report are scalable and can be used throughout the zone, further adding to efficiency and consistency.

Recommendation #3: Update Parking Restriction Signage for the Village Center Main Lot

Signs at the entrances to the Village Center Main Lot should be welcoming and positive while conveying the parking restrictions to visitors. The current signs at the entrances and within the lot warn drivers of the consequences of not complying with the restrictions, but the restrictions are listed in fine print, and there is a lot of information to read.

Messaging on the signs at the Village Center Main Lot should be positive, to provide visitors with helpful directions to the proper parking location, rather than warning them about the consequences of parking in that location.

At the entrances to the lot, large signs should first welcome customers of the merchants at the Village Center. The signs should note the two-hour limit and the no reparking policy and should also suggest long-term parking in the East Lot and the Garage.

Signs that clearly state the two-hour parking limit and reparking should be posted throughout the lot. These signs should appear like standard regulatory signs and should conform to South Lake Tahoe City Code 4.95.040. Additional signs suggesting alternative parking locations may be added, to help educate customers on their options.

Revised signage will be easier for visitors to read, and parking Ambassadors can refer or point directly to the signs when educating parkers on the restrictions in the lot.

Recommendation #4: Improve Wayfinding to Appropriate Parking Locations

Visitors to the Park Avenue Development Project typically arrive via Lake Tahoe Boulevard. From that approach, only the Village Center Main Lot is visible, and drivers are likely unaware of the appropriate parking options for their visit. Using suitable signage, visitors should be guided to the parking locations that best suit the purposes of their visits.

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Signs should be posted on Lake Tahoe Boulevard, in advance of the turning points, to guide the visitors. Drivers coming from the west should see directions to the Garage and East Lot *before* they see the Village Center Main Lot. Drivers coming from the east should see directions in sufficient time to make the left turn onto Transit Way (or be directed to turn later at Heavenly Village Way). An additional sign may be required on Heavenly Village Way, directing drivers to the Garage and East Lot. Figure 7 shows some potential locations for signs (marked with red stars).

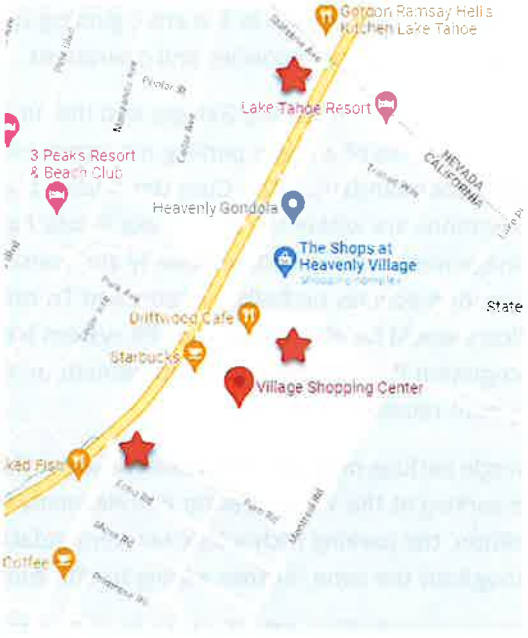


Figure 7: Potential Locations for Parking Signs

Ideally, drivers will have an opportunity to know where they will be parking before they are underway. Promotional materials from Heavenly Village, the resorts, and other establishments whose visitors will need longer term parking should advise their customers and guests about long-term parking options. This will allow drivers to program their navigation devices to go directly to the long-term parking locations. The City may also wish to work with Google, Apple, Here.com, and other sources of navigation to get a "Parking Information" button added to the directions when someone inputs a destination at Heavenly Village. When the button is tapped, the navigation application would ideally guide the visitors to the Garage.

Recommendation #5: Utilize a License Plate Recognition (LPR) System

For efficiency in checking compliance with parking restrictions, Parking Ambassadors should be equipped with a License Plate Recognition (LPR) system. For the Village Center lots and the Garage, a handheld LPR unit is recommended over fixed LPR (permanently mounted to lot infrastructure) or mobile (vehicle mounted) LPR. This will allow Parking Ambassadors to be on foot within the environment, as suggested in Recommendation #1: Introduce a Customer Service Parking Ambassador Program.

The City presently utilizes the Data Ticket automated citation management system for enforcement. This system includes a LPR module on the enforcement handhelds, which the City can leverage to meet the goal of automating detection of vehicle overstays in the Village Center Main Lot, along with the additional benefits that LPR will provide. This allows the City to deploy LPR in the most cost-effective way.

There are other options for handheld LPR. For example, Vigilant, a division of Motorola, provides a LPR service that includes a handheld app, which can be used on either iOS or Android devices (including the Data Ticket handhelds). The Vigilant system features a Client Portal with in-depth analytics and potential integration with LPR used for law enforcement. The handheld app offers the ability to automatically detect the location where compliance is being checked, as well as to scan multiple plates at one time.

Currently, the time limit at the Village Center Main Lot is enforced via manual chalking of tires. This is inefficient and cumbersome to track. LPR technology can significantly improve enforcement efficiency, especially for time limit management. Rather than relying on physical chalking, the LPR system can

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automatically track license plate reads based upon their GPS location and notify the user when there has been a violation.

The camera in a LPR system captures a picture of the front or rear of a vehicle and the area around it. Algorithms in the system find the license plate and perform optical character recognition (OCR) on the plate number. The user may verify the plate was recognized correctly, and then the plate is checked against databases for various situations:

- **Time limit checking**: Instead of using chalk to mark tires and manually recording information about each vehicle, the LPR system can automate the process by logging the same information ("virtual chalking") and notifying the user of any overstays.
- **Permit or validation verification**: Instead of requiring a person to visually verify that each vehicle has a physical permit displayed and that the permit is valid, the LPR system can automate the process by using the license plate number as the permit number and verifying permit status using a database with real-time information. Similarly, if validations are issued, the system can verify the validation is in effect.
- **Analytics, including occupancy statistics**: Since the system captures a picture of each vehicle on the route and records the GPS position, the system can provide detailed occupancy and utilization data, which can be exported to Excel or other programs for ongoing analysis and review, allowing management to get a complete picture of occupancy and trends. This would be a cost-effective way for the City and Village Center to gain more insight into the ongoing use of the lot, which would allow for data-driven decisions about potential policy adjustments.

It is important to understand that the data collected by the LPR would be used strictly as a tool for management of parking compliance and occupancy, and no personally identifiable information is ever collected or stored by the system. Please note that California SB 34, signed into law by the Governor in 2015, requires agencies to publish a policy regarding the use of LPR data, including retention of data and who can access it.

Digital chalking has helped several cities provide a more accountable and consistent approach to time limit management without having to invest in additional labor. The LPR solution includes visual evidence of an infraction when it occurs and further, when a citation is issued. This is invaluable when reviewing appeals to citations.

Additionally, if the City were to transition to digital, license plate-based permits, and if any future parking pay stations are configured for pay-by-plate, then the LPR system can efficiently verify valid payment status. The LPR system can verify payments and check for time limits simultaneously. For example, Bellamy Court and Transit Way have a two-hour parking limit and require payment for parking. If the payment machines on the street are upgraded to pay-by-plate, as each vehicle is scanned by the LPR, the Parking Ambassador will be alerted if the vehicle has not paid or if the vehicle has been parked in excess of the time limit, or both.

Other databases can also be integrated with the LPR system for enforcing scofflaws (vehicles with five or more unpaid parking citations not paid within the required time period) and alerts to Parking Ambassadors about stolen or wanted vehicles, for which the Parking Ambassadors can alert the Police Department to the sighting.

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There have been suggestions to implement fixed LPR (LPR that is mounted permanently at entrances and exits) in the Village Center Main Lot to track vehicles entering and leaving the lot. The system can then produce a list of license plates that have entered but not exited within the required time limit. However, this is technology is not recommended, for the following reasons:

- The City of South Lake Tahoe experiences snow and other inclement weather for a significant portion of the year, which can obscure the cameras and/or plates and lead to incorrect reads.
- The entrances to the Village Center Main Lot are wide. Fixed LPR cameras are most effective when capturing license plates from vehicles in a narrow path of travel, such as the entrance/exit lanes of a parking garage or a toll booth.
- A fixed LPR camera can be challenged by multiple factors, including angle of view, condition of the plate (whether they are clean and properly reflect ambient light), obstacles such as trailer hitches, bike/ski/snowboard racks, and ambient lighting. (Use of handheld LPR, as suggested below, is not as affected by these situations, as the user can verify the plate was read correctly and make any necessary edits before acting.)
- Having only a list of noncompliant vehicles' license plates is not efficient for Parking Ambassadors, as they would be required to search the lot for those vehicles.

Many agencies have determined that the cost for LPR is quickly recovered through the additional efficiency that the system adds to compliance checking.

Recommendation #6: Change Operational Model of the Garage

The Garage experience should be improved by changing to a *pre-pay* pay-by-plate system. In this operational model, a customer will park and proceed to any conveniently located payment machine, enter the vehicle's license plate, and make payment for the expected duration of their visits. Customers would have the option to make payment from their mobile devices by using an application (a Mobile Payment Program) that stores license plates and payment card information, similar to mobile payment systems used in many cities for on-street parking meters. Customers can extend their parking sessions by visiting a payment machine (which can be located anywhere in the vicinity, not solely in the Garage), by using the Mobile Payment application, and potentially through payment at participating merchants (who would collect the payment from the customer and enter it into a web portal provided by the vendor). Compliance will be checked in the Garage by Parking Ambassadors using mobile LPR on their handhelds to confirm that vehicles have parking rights.

The Garage currently uses a Parking Access and Revenue Control System (PARCS) manufactured by OmniQ Corp. This system relies on fixed license plate recognition (LPR) cameras and drivers' phone numbers for tracking vehicles. The system is supported by a customer service intercom provided by Parker Technologies. When a customer arrives, the vehicle's license plate is read by the cameras and the driver is prompted to enter a phone number, unless there is a pass on file. When leaving, customers without passes are expected to pay at one of the payment machines located on each floor near the facility's elevators, where the driver enters the same phone number as at entry. The system calculates the amount due and collects payment.

This system has some challenges:

- If the phone number does not match, or the customer otherwise is unable to make payment, the system requires the customer to speak to a customer service agent via the intercom. In

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some cases, the customer service agent is not able to determine the actual amount due, so the customer's contact information is recorded, and the customer can leave without payment.

- License plate recognition does not have a 100% accuracy rate, particularly with fixed LPR cameras. The recognition of the plate can be affected by many factors, including angle of view, condition of the plate (whether they are clean and properly reflect ambient light), obstacles such as trailer hitches, bike/ski/snowboard racks, and ambient lighting. The entry LPR may not interpret the plate the same as the exit LPR.
- The keypads for phone number entry are small and drivers must reach to the keypad from their vehicles, making accurate entry of the number difficult, especially from tall or short vehicles.
- During periods of heavy egress, lines can form at the payment machines while customers attempt to make payment, and the exits as customers who haven't paid or have other issues attempt to resolve them.
- The garage pay stations were originally installed in 2016 and relocated from the vehicle exit to the different levels of the garage. The equipment was not upgraded or overhauled when relocated and is not currently integrated with Data Ticket (the City's citation processing vendor).
- When the OmniQ system detects a vehicle has entered and exited without payment (with no pass on file), the session details are provided in an audit report to the City. For the City to collect, administrative time is required to follow-up and attempt to contact the customer to obtain payment.

The City should transition the garage equipment and rely upon a pre-paid pay-by-plate system. While there may be an opportunity to repurpose the existing infrastructure, including the fixed-mount LPR system, given the age of the equipment, it should be carefully evaluated to determine whether it is reaching the end of its useful life. Based upon this determination, the City should consider utilizing the current on street solution and optimize the use of a mobile payment system similar to the on-street approach on Bellamy Court and Transit Way. The City can leverage its relationship with Flowbird, the manufacturer of Parkeon products, to incorporate new pay stations (new equipment = approximately $10k/installed unit) and expand the Mobile Payment program already in use into the garage. Alternatively, the City can issue a solicitation for these services.

These changes will support features already active in the Garage, such as merchant validations and various permits/passes. It can also allow for additional optional features, including sessions paid before arrival, such as reservations (see Recommendation #11: Investigate a Reservation/Pre-payment System for Long-Term Parking), in the facility.

Recommendation #7: Renovate the Electronic Permit System

An electronic permit system, frequently referenced as an e-permit system or virtual permit system, should be implemented to manage the monthly and annual passes at the Garage, as well as the employee parking permits at the Village Center. Data Ticket, the vendor of the citation processing system and handheld devices, has a configurable e-permit system that is already integrated with its Citation Management System and can be added to the City's current agreement for approximately $8,000 per year. The system allows specification of business rules regarding permit issuance and validity. It is recommended that the City use Data Ticket's e-permit system, allowing it to leverage its relationship with the vendor. This will be most efficient from the perspective of managing the data, as no integration will be required with another vendor's system and will likely be more cost effective than acquiring a system from another provider.

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The employees of the merchants in the Village Center have a designated parking zone (the "South Lot"), for which employees are issued passes that are tracked manually by Hackett. To check for compliance with this system, it is necessary for a Parking Ambassador to check each vehicle's dashboard to confirm the pass was visible and valid.

An e-permit system has each vehicle's license plate on file (the virtual permit). An e-permit system is accessible through a web portal that allows customers to apply for permits, upload any necessary documentation, and add or change license plates. The local management team can review applications and approve or deny them, run reports on permits in the system, and alter or cancel permits. The permit information is shared with the LPR system, so that a Parking Ambassador will be alerted when scanning a vehicle without a permit.

At the Village Center South Lot, an e-permit system would allow Hackett to assign permits to employees by license plate, instead of dealing with physical passes. Each merchant can be provided with a login to the system to self-manage the permits available to its employees, subject to the rules established by Hackett, such as the maximum number of permits that can be assigned by the merchant and the time periods when effective. The permit system can provide an audit trail showing when plates are added and removed from the system, which may also be useful if a citation is contested. To ensure that plates are not left in the system indefinitely (after employees are no longer working at Village Center), an expiration can be applied, requiring the permit to be renewed regularly to remain effective.

The same e-permit system can support the Garage, offering permits that correspond to the same set of passes that are currently available, as well as any permits/passes the City wishes to offer in the future. Depending on the e-permit system chosen, either the vendor or the City would log into the web portal and set the parameters for the new permit (the cost, when effective, where effective, expiration time, and whether applications need to be approved or documentation is required). Once the various permits have been configured into the system, customers can apply for the permits, make payment through the system, and receive a receipt that explains their license plates are the virtual permits. Many municipal agencies have implemented e-permit systems for residential preferred parking zones, as the manual processes of reviewing paper applications, processing, and mailing permits are removed.

Recommendation #8: Provide / Update the Electronic Validation Program

If mutually preferred, an electronic validation program could be implemented in the Village Center to provide Village Center merchants the opportunity to extend parking sessions beyond the posted time limit. There are times when a customer needs an exception to a parking restriction, or a merchant would like to offer a period of free or reduced-price parking to a customer as a marketing tool or incentive to park in an alternate location. For example, certain merchants at the Village Center, such as the art gallery, expect that their customers will be actively shopping for longer than the two-hour parking restriction in that parking lot. Restaurants and other merchants in Heavenly Village already have the capability to apply validations to Garage parking with the current system.

A single, comprehensive validation system that can be used for both locations should be acquired. The City can assign a location code to the lot and the Garage and define any number of validation codes, with each one providing a specific benefit, such as free parking for a specific period of time or extending an existing session. The City and Hackett can mutually agree on terms and conditions to allow Village Center merchants to provide time limit extensions in the Main Lot. Merchants at either the Village Center or Heavenly Village can apply a validation for the location(s) for which they are authorized by

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entering the validation code and the parking location code issued by the City and the vehicle's license plate into a web page or a mobile application, such as the application that can be used for the City's paid parking in the Garage and on Bellamy Court. Additionally, an updated validation program could allow a merchant to give a code to a customer to enter at a pay station or mobile application to receive the benefit. The license plate and the parking rights associated with validations are sent to the LPR system, so when the validated vehicle is scanned by the Parking Ambassador's handheld, it will not flag as a potential overstay or non-payment.

An updated electronic validation program will allow the City and Hackett to create specific validations with defined benefits, determine who can issue any specific validation, obtain reports showing validation usage, and perform audits. For example, audit tools can flag if a particular license plate is being validated frequently, suggesting that an employee at a merchant may be validating their car for the Main Lot instead of parking in the employee lot. If the City wishes to charge merchants for issuing validations in the Garage, the system can produce a report of all validations redeemed, allowing the City to bill the merchants correctly. The City's current vendor, Flowbird, has a validation system available that can provide both functions, and the City could leverage its current contractual relationship with Flowbird to obtain the validation system at a cost-effective price. Alternatively, the City could solicit a system from other vendors, such as Mobile Payment Providers.

Recommendation #9: Change Compliance Model for Village Center and the Public Garage

Both the Village Center and the South Lake Tahoe Public Garage should be patrolled continuously by Parking Ambassador(s), whose responsibility is to ensure that each vehicle parked in either location is complying with the appropriate restrictions, including time limits, garage/on-street payment requirements, and specific areas, or has a qualified exception (a virtual permit or validation) on file. The Parking Ambassador(s) will consistently monitor the entire parking management zone, including the Village Center parking lots, Bellamy Court/Transit Way, and the Garage. The previous recommendations in this report describe the necessary tools to prepare the City, Hackett, the merchants, and the Parking Ambassadors for an efficient, consistent experience.

The Parking Ambassadors should use LPR on the parking enforcement handheld device while patrolling on foot, capturing the plate information of each vehicle in the lots and Garage, on a schedule mutually agreed by the City and Hackett that provides consistent coverage. The LPR will check each plate against (a) its previous reads of plates in each location and (b) its lists of parking rights. The Parking Ambassador will be alerted if a vehicle has overstayed, does not have a payment, permit, or validation on file, or is otherwise not in compliance with the parking restrictions of the particular location. In addition, the LPR can alert the Parking Ambassador to vehicles that are scofflaws, stolen, or wanted . The Parking Ambassador can then make an informed judgment about the appropriate action to take for any vehicle for which the LPR makes an alert, including:

- Having a conversation with the driver or passenger of the vehicle to educate them on the parking restrictions and suggest alternative locations for parking
- Issuing a warning for the infraction
- Issuing a citation for the infraction
- Requesting assistance from a police officer

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- Having the vehicle towed
- Immobilizing the vehicle (only in the City-owned Garage or on the street)

Most importantly, the Parking Ambassadors need to recognize that they are a representative of the City and the Village Center and the associated brand and must have a positive customer service mindset. They must understand that most people want to comply with parking restrictions, but do not always know the regulations and their options. In many situations, a warning issued to a vehicle will be just as effective as a citation, by changing the driver's behavior for future visits.

- The City and Hackett should collaborate and provide outreach to the community, including residents, merchants, merchants' employees, and lodging hosts, using the marketing brand, to alert the community to the upcoming changes. This can be accomplished through press releases, pages on the City's web site, community meetings (virtually, if needed), window flyers for merchants, and other media.
- When the Parking Ambassadors start regular patrol of the Village Center lots and the Garage, they should issue warnings for at least the first 15 days to first time violators, to allow drivers used to the current operation to adapt to the changes.
- After the first 15 days, Parking Ambassadors should use judgment when deciding whether to issue a warning or citation. For example, if the vehicle is parked in a space restricted to disabled persons immediately in front of the grocery store but has exceeded the two-hour limit, perhaps the customer needs an accommodation of additional time to complete their shopping. Instead of issuing a citation, a warning can be issued to alert the driver to the situation.
- When a Parking Ambassador scans or enters the vehicle license plate into the handheld, the handheld should show any history for the vehicle, giving the Parking Ambassador additional information to make the judgment call. A vehicle that has already received a warning for an infraction is a good candidate to get a citation.
- Clear guidelines should be taught to the Parking Ambassadors, so that all are using consistent judgment. Additionally, Parking Ambassadors should understand that any time a warning is issued, it is to educate the vehicle's owner, and it should contain a clear explanation of why it was issued and how the driver can avoid future warnings, citations, or other actions.

These changes will create a customer experience that is much more user friendly, but it incorporates the tools to manage repeat offenders, including those who believe they can "game the system." The result will be higher turnover of the spaces at the Village Center Main Lot, while automation of critical components will introduce significant efficiency. In addition, the new tools will provide significant reporting capabilities, allowing both the City and Hackett to analyze the number of citations, warnings, and contacts assess effectiveness of the program, and make adjustments as necessary to ensure the performance goals continue to be met.

Recommendation #10: Consider Adding the East Lot into the Parking Management Zone

The Village Center East Lot currently is used for all-day parking for the Heavenly Gondola and overflow for employee parking. While the object of this study was to evaluate parking challenges in the Village Center Main Lot, Hackett and the City should consider adding the East Lot to the single parking management zone covering the Village Center Main Lot, Village Center Employee Lot, the Garage, and Bellamy Court/Transit Way. Not only would the East Lot become part of the "brand" of the operation,

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but more importantly, it would extend the new benefits for the other Village Center lots and the Garage to that location.

Currently, the East Lot is attended during high-demand periods, such as weekends during ski season, but it is uncontrolled at all other times. Adding this lot to the parking management zone would extend the efficiencies described in the other recommendations to this location. The lot can be added to the Flowbird mobile payment app as a separate zone, which would route payments automatically to Hackett's account, while still showing the same "brand" to customers. Adding a payment machine would be an option, and the cost to the lot owner would be offset by reducing or eliminating having an attendant at the lot. Additionally, the lot can join the virtual permit and validation programs. Payment, permit, and validation information would flow into the LPR system, as in the other locations, and the lot would be integrated with Data Ticket for enforcement. This would turn the lot into another location that requires payments 24/7, instead of only when an attendant is on duty. Parking Ambassadors would check compliance using the same process as the rest of the parking management zone, on a schedule mutually agreed by Hackett and the City.

The cost required to add the East Lot will be minimal, as it would be incremental to the infrastructure and personnel that would have already been obtained for the rest of the parking management zone. This would add consistency to the customer experience, as policies and compliance would provide a similar experience as the other locations. Furthermore, this can maximize revenue for Hackett at the location, as it would no longer depend on the presence of an on-site attendant to collect parking fees.

Recommendation #11: Investigate a Reservation/Pre-payment System for Long-Term Parking

Many event venues are now offering customers the opportunity to purchase parking in advance. This gives customers the peace of mind that they have a guaranteed parking space even before leaving home, and it allows the venue to measure demand prior to the event. In addition, the confirmation for the parking session has the address of the parking entrance on it, often with a picture of the facility and/or a map to guide the driver.

This system can be adopted under the brand for the parking management zone, initially for the Garage. The Shops at Heavenly Village has events throughout the year, which are promoted through various media. The promotions can include a link or QR code to allow pre-purchase of parking. Upon purchase, the vehicle license plate will be provided to the LPR system, the customer will receive a confirmation with directions to parking, and Heavenly Village can set expectations prior to the event for Garage usage.

Use of a reservation system should be deferred until after the implementation of the other recommendation in this report. Reservations should not be considered until the parking management program has established a level of consistency in providing the turnover and transitions within the Village Center parking lot. If the East Lot is added to the unified parking management system, Hackett should be offered the option to participate in the reservation system. The City and Hackett can set the rates and policies for their locations independently, giving customers a choice when making a reservation. In other situations where event parking reservations have been implemented, customer options typically involve a trade-off between cost and convenience (i.e., they can choose to park at a location closer to the activity, for a higher rate and more restrictions, or farther away for a lower rate and fewer restrictions.)

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Recommendation #12: Ongoing Assessment and Review

As with any other operation, performance of the lots and Garage will need to be evaluated on a regular basis. With the implementation of the tools described in this report, significant data about the operation will be generated. This data should be summarized for the City and Hackett to review including occupancy data collected by each facility including the data gathered by Hackett for Village Center. The City and Hackett should meet on a regular basis (quarterly is recommended) to assess and make data-driven decisions whether and how to adjust any policies, procedures, rates, or hours of operation to maintain performance of the lots and Garage.

Conclusion

The recommendations throughout this report are meant to optimize the operation of the Village Center lots and the Garage and provide realistic tools and procedures to be implemented. Completing the implementation will result in an operation that supports the commitments in the 2002 Parking Management Agreement for the Park Avenue Development Project area. Each of the recommendations have been implemented in other agencies, making those operations more efficient and often increasing revenue as a side-effect to the goal of controlling usage of parking spaces, a limited resource.

It is necessary that both parties work as collaborative partners and commit to the overall improvements necessary for this location including the implementation resources and commit to the necessary financial investments. The parties must mutually agree on the business rules and operating details associated with the implementation of each recommendation, including the deployment schedule.

The order of the recommendations in this report does not imply the order of implementation nor completion. As with any other large parking management project, some tasks (i.e., among the entire set of recommendations, some elements) can be done concurrently. Interdependencies between the various recommendations will lead to some tasks (elements) requiring predecessors to be completed first, which will also determine the schedule.

Project planning will need to consider the entire scope of the recommendations and order of implementation precedence, and the schedule will be dependent on the mutual prioritization by both parties, including resource and funding availability.

All planning should be adaptable and shall incorporate the seasonality of the location. The recommendation implementation process is intended as a long-term commitment and transition will not occur overnight. The implemented approach must be adaptive and considerate of new parking technology and parking demand changes.

Table 3 shows relative costs for implementation of the recommendations, as well as establishing a high-level set of predecessors. However, as noted earlier, there are interdependencies between the recommendations, where implementation of one recommendation can proceed to a certain point, at which it must synchronize with implementation of another recommendation.

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Relative costs may require budget allocation, investment, or outright purchase. Cost ranges are noted by these symbols:

Symbol	Estimated Range
$	Small, primarily staff time commitments to plan and implement
$$	Less than $50,000 to implement
$$$	More than $50,000 to implement

Recommendation	Relative Cost	Predecessors
#1: Introduce a Customer Service Parking Ambassador Program	$$$	None
#2: Create a Parking Management Zone to include the Village Center Lots, the Garage, and Bellamy Court/Transit Way	$	None
#3: Update Parking Restriction Signage for the Village Center Main Lot	$$	None
#4: Improve Wayfinding to Appropriate Parking Locations	$$	2, 3
#5: Utilize a License Plate Recognition (LPR) System	$$	1
#6: Change Operational Model of the Garage	$$$	None
#7: Renovate the Electronic Permit System	$$	None
#8: Provide/Update the Electronic Validation Program	$$	None
#9: Change Compliance Model for Village Center and the Public Garage	$$$	1, 5, 7, 8
#10: Consider Adding the East Lot into the Parking Management Zone	$	2
#11: Investigate a Reservation/Pre-payment System for Long-Term Parking	$	2, 6
#12: Ongoing Assessment and Review	$	All

Table 3: Relative Costs and Implementation Precedents

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Appendix: Pro-forma budget

The following pro-forma budget represents initial estimates for implementation of all recommendations within this Parking Management Plan. Assumptions are listed below.

	2022	2023	2024	2025	2026	Supports Rec #s
Expenses						
Parking Ambassador	197,434	207,305	217,671	228,554	239,982	1
Parking Citation Services-fixed costs	600	630	662	695	729	9
Parking Citation Services-per cite	54,000	56,700	59,535	62,512	65,637	9
Parking Citation Equipment	12,000	12,000	12,000	12,000	12,000	5, 9
Parking Payment Equipment	59,520	12,096	12,701	13,336	14,003	6
Additional costs/Parking Amb	21,000	22,050	23,153	24,310	25,526	1
Parking Permit System	8,000	8,400	8,820	9,261	9,724	7
Parking Validation System	12,000	12,600	13,230	13,892	14,586	8
Signage at Locations	10,000	1,000	1,050	1,103	1,158	3
Wayfinding Signs and Services	8,000	3,000	3,150	3,308	3,473	4
Total Expenses	382,554	335,781	351,970	368,969	386,817	

Assumptions:

1. Parking payments refer to payments made by transient parkers at the Heavenly Garage. Revenue from permit sales is not included in this projection.
2. The cost for the Parking Ambassador is based on the 2021/2022 fully burdened rate for a CSO for parking, with a 5% escalation per year.
3. Parking payment equipment assumes eight payment machines, monthly hosting, warranty, and parts/service, with a 5% escalation per year.
4. The Parking Ambassador(s) will need transportation to the location and may also need to use the vehicle to move from one location to the other; however, the vehicle is not intended to be used for patrolling the parking facilities.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 10

Agenda Item: Professional Services Agreement with BAE Urban Economics, Inc. for Feasibility Study on Local Funding Source for Housing Initiatives

Executive Summary: Consistent with the City Council's adopted 2021-2026 Strategic Plan (Plan), a robust set of housing programs are being developed to address the spectrum of housing needs within the City of South Lake Tahoe. In order to fund this broad-spectrum approach, the Plan identified exploring the feasibility of a local discretionary funding source as an action item. This opportunity will further enhance the existing housing programs being implemented by the City while evaluating the revenue generation potential as a new region-wide funding source.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with BAE Urban Economics, Inc. for a Feasibility Study on Local Funding Source for Housing Initiatives in an amount not to exceed $133,190.
Responsible Staff Members: Zach Thomas, Housing Manager and Jessica Wackenhut Lomeli, Associate Housing Planner

Responsible Staff Member: Zach Thomas and Jessica Wackenhut Lomeli

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

Attachments:

01-Staff Report - Housing Feasibility Study.docx
02-Reso. No. 2021-056 REAP Grant.pdf
03-PSA with BAE Urban Economics.pdf

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

Meeting Date: May 3, 2022

Title: Professional Services Agreement for Feasibility Study for Local Funding Source for Housing Initiatives

Location: City-wide

Responsible Staff Member: Zach Thomas, Housing Manager and Jessica Wackenhut Lomeli, Associate Housing Planner

Background: Consistent with the City Council's adopted 2021-2026 Strategic Plan (Plan), a robust set of housing programs are being developed to address the spectrum of housing needs within the City of South Lake Tahoe (City). In order to fund this broad-spectrum approach, the Plan identified exploring the feasibility of a local discretionary funding source as an action item. This opportunity will further enhance the existing housing programs being implemented by the City while evaluating the revenue generation potential of a new city-wide funding source.

A local funding source will support local control of funding while enhancing additional opportunities to leverage greater amounts of money from outside grants and funding programs. In addition, a local funding source would encourage more innovation to build diverse housing projects in the city and benefit the community.

This feasibility study and assessment of options will provide elected officials, staff and community members, the data and guidance for policy development and program implementation. This program will result in a comprehensive analysis of funding options that could be generated from a broad range of sources to address key housing needs with more opportunities. In addition, the study will need to consider local, regional, and state administrative and legislative processes that may be required for implementation as well as best practices.

On August 3, 2021 the City Council adopted Resolution 2021-56 authorizing the Regional Early Action Planning (REAP) Grant Acceptance MOU. The grant scope of work included hiring a consultant to conduct a feasibility analysis for the implementation of a local discretionary funding source.

Issue and Discussion: A Request for Proposals was released on March 9, 2022 with proposals due on April 6, 2022. Two proposals were received from consulting firms, BAE Urban Economics, Inc. and RSG, Inc. A selection panel comprised of Jessica Wackenhut Lomeli, Associate Housing Planner; Andrew Black, Financial Services Supervisor; Lindsey Baker, Assistant to the City Manager; and Zach Thomas, Housing Manager reviewed and scored the submittals on the following criteria totaling 100 points:

- Cover Letter - 5 points
- Executive Summary - 10 points
- Company History, Background and Experience - 20 points
- Scope of Work/Implementation - 35 points
- Project Budget – 25 points
- Description of recent Projects/References – 5 points

Scores of the four panelists were averaged and the review scoring was as follows:

BAE Urban Economics – 94 points
RSG, INC. – 88 points

After the review process it was determined that BAE Urban Economics, Inc. (BAE) would be the best firm to assist the City with the Feasibility Study for Local Funding Source for Housing Initiatives. BAE staff are familiar with the Tahoe Region through their experience on affordable and workforce housing issues in Truckee and the North Tahoe region. They are also familiar with the Tahoe Regional Planning Agency (TRPA), the Department of General Services, the California Tahoe Conservancy and the multi-agency partnership associated with the Sugar Pine Village affordable housing development. The proposal from BAE includes the scope of work, project schedule, and optional tasks to be included in the scope of work. The recommended scope of work and project schedule is included as part of the draft Professional Services Agreement (PSA) (Attachment 2).

Staff recommends including the optional tasks in the overall scope of work. The first optional task would include evaluating the revenue generating potential of up to three additional revenue sources and/or financing tools that were not identified in the RFP. This task would be initiated if additional revenue sources are identified for evaluation during community outreach. The second optional task is to perform financial feasibility testing to assess the extent to which new development can support establishment of new housing in-lieu, permit fees or business linkage fees. This task would include the evaluation of up to five project prototypes. Both of these optional tasks are important to add to the scope of work given that additional research and community input may present additional opportunities to allow for a more robust study that informs an appropriate data-driven option for a local discretionary housing funding source.

Financial Implications: Under a noncompetitive funding process, the City received $150,000 in REAP grant funds. The funds have already been awarded and Resolution 2021-056 authorizing acceptance of REAP grant funds in the amount of $150,000 from the Sacramento Area Council of Governments (SACOG). Depending on the final consultant contract cost, additional staff time (up to $7,500) directly related to the proposed grant activities may be charged to the grant. The proposed Professional Services Agreement contains a not to exceed amount of $126,222 to allow for flexibility for the optional tasks in the scope of work. The contract would be paid out of Account # 250 06024 with REAP Grant funds.

Environmental Considerations: The recommendation in this report is not a project under 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, 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 recommended action is consistent with the City Strategic Plan Action Item 1.3.5.

The recommended action is also consistent with the following adopted policies and programs:

City General Plan Housing Element

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the City.

Resolution 2021-056

Adopted by the City of South Lake Tahoe
City Council

August 3, 2021

Authorizing Acceptance of Regional Early Action Planning (REAP) grant funds in the amount of $150,000 from the Sacramento Area Council of Governments (SACOG).

BACKGROUND

A. The City is entitled to $150,000 in Regional Early Action Planning grant funds that are part of a one-time disbursement allocated from the 2019-20 State Budget Act.

B. The California Department of Housing and Community Development (HCD) has distributed REAP grant funds to SACOG for disbursement to member agencies.

C. The City's allocated REAP funds have been disbursed to SACOG. However, the City is not a member of SACOG and requires the attached MOU to transfer funds from SACOG.

D. There is no local match requirement associated with accepting the REAP Grant.

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

1. Authorizes and directs the Finance Director to accept REAP Grant funds in the amount of $150,000;

2. Authorizes the appropriation of grant funds into the fiscal year 2020/2021 budget as follows:

   Account Number: 250 06024

   Revenue: 33244: $150,000

   Expense: 42020: $142,500

   50011 $7,500

Adopted by the City of South Lake Tahoe City Council on August 3, 2021 by the following vote:
Yes: Bass, Friedrich, Middlebrook and Wallace
Absent: Creegan

_____ Date: 8/5/2021
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.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 3rd day of May 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and BAE Urban Economics, Inc. ("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 **$126,222** 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:

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_____
Devin Middlebrook, Mayor

CONSULTANT:
By _____
Name, Title

Business License # _____

APPROVED AS TO FORM:
By_____
City Attorney

ATTEST:
By_____
City Clerk

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

EXHIBIT A

SCOPE OF SERVICES

Memorandum

To: Hilary Roverud, Development Services Director, City of South Lake Tahoe
Jessica Wackenhut, Associate Housing Planner, City of South Lake Tahoe

From: Aaron Nousaine, Associate Principal
Matt Kowta, Managing Principal

Date: April 22, 2022

Re: Updated Scope and Budget for Local Funding Feasibility Study

This memorandum provides an update to BAE's April 6th proposal to prepare a feasibility study of potential local funding sources for local housing initiatives to include budget estimates for the two identified optional tasks. Per the City's request, we have added budget to accommodate the optional analysis of up to three additional funding sources, as well as preparation of financial feasibility models for up to four different development prototypes.

Proposed Scope of Work

Task 1: Project Kickoff and Ongoing Management

Under this task, the BAE team will participate in an in-person kickoff meeting with City staff to review the scope of work and the project budget and schedule. The City and BAE will each identify a main point of contact and will discuss communication procedures. The group will also agree upon a schedule and format for periodic progress reports from BAE to the City.

At the kickoff meeting, BAE will request copies of any relevant background materials, including the City's most recent Strategic Plan, as well as any other supporting materials, policy documents, and progress reports. BAE will also request any available information on affordable and workforce housing needs within the City, to the extent that they differ from those summarized in the 2019 *South Shore Region Housing Needs and Opportunities* report.

At this stage, the BAE team will also request an initial list of potential focus group topic areas, as well as prospective participants. Bill Martinez with the South Lake Tahoe FRC will also assist with identification of key stakeholders within the local Spanish speaking community.

Deliverable #1: Project Kickoff Meeting

Task 2: Analysis of current City housing programs and costs

Under this task, the BAE team will review the relevant background materials provided under Task 1 with the intent of identifying key programs and initiatives to be funded using the mechanisms analyzed in this study. BAE will then prepare a brief memorandum summarizing our understanding of the local projects and/or programs that the City is aiming to fund, both current and planned, and will work with City staff to determine the relative priority of each. City staff will provide information regarding the order of magnitude cost associated with implementation of each local project and/or program in terms of anticipated startup costs, ongoing operating/staffing costs, and/or annual project costs. BAE will work with City staff to align potential funding sources and/or financing tools with the identified projects and/or programs in terms of the required magnitude of funding, funding period (e.g., annual versus one-time), administrative requirements, and feasibility of establishment.

Per the RFP, the analysis will include the following potential revenue sources:

- Transient Occupancy Tax
- Property Transfer Tax
- Home Vacancy Tax
- Sales Tax
- Building Permits Fees
- Housing in-Lieu Fees
- Business Linkage Fee

As an option under Task 3, City staff may identify up to three additional funding sources and/or financing tools for evaluation as part of this research, such as revenue bond financing.

Deliverable #2: Program Cost Evaluation Memorandum

Task 3: Analysis of Revenue Generation Potential

Under this task, BAE will evaluate the revenue generating potential of each funding source and/or financing tool identified under Task 2 relative to the associated cost of any aligned projects and/or programs, recognizing that a given funding source or financing tool may produce revenue sufficient to support a number of objectives. BAE will then produce a memorandum summarizing the calculations and key findings, as well as considerations for establishment of each identified funding source or financing tool, such as voter approval requirements, and other local, regional, and state administrative and legislative processes that may be required for implementation, as well as best practices. The analysis will also identify stakeholder groups most directly impacted by each funding source.

Deliverable #3: Revenue Generation Evaluation Memorandum

Task 3a: Special Tax Revenue Generation

Under this subtask, BAE will evaluate the revenue generating potential associated with establishment of supplemental and/or special taxes, including Transient Occupancy Tax (TOT), Property Transfer Tax, Home Vacancy Tax, and Sales Tax.

Transient Occupancy Tax (TOT)

The City will provide BAE with available data regarding TOT receipts for the past five to ten years, as well as an inventory of registered TOT certificates located within the City. BAE will use the TOT receipts data to estimate average daily rates (ADR) and occupancy rates by accommodations type. The City will also provide BAE with a list of any planned or proposed tourist accommodation projects. BAE will also collect available information on visitor overnight stays and spending from the Lake Tahoe Visitors Authority and VisitCalifornia. BAE will then estimate the estimated new TOT revenue that could be generated through an increase in the TOT rate.

Property Transfer Tax

To assess the revenue generating potential of a flat fee parcel tax, BAE will request parcel data from El Dorado County that will allow BAE to quantify the number of housing units by type within the City of South Lake Tahoe. BAE will then evaluate the amount of revenue that could be generated based on the application of a flat fee per parcel at different fee levels.

Home Vacancy Tax

Under this subtask, BAE will then estimate the number of vacant homes in South Lake Tahoe, based on up to three different definitions of what constitutes a 'vacant' unit, and will evaluate the potential revenue that can be generated through assessment of a flat fee per unit. BAE will work with City staff to identify possible definitions of a 'vacant' unit, which may include properties not subject to a federal homeowners tax exemption, as well as those not subject to a long-term lease agreement (estimated using Census data). A third definition may be defined in consultation with staff.

Sales Tax

To estimate revenue generation from an increase in the sales tax rate, BAE will request that the City provide an estimate of gross annual sales tax receipts received from outlets in South Lake Tahoe. BAE will then apply a sales tax add on rate to estimate the additional revenue that may be generated.

Task 3b: Development Dependent Revenue Sources

Under this subtask, BAE will evaluate the revenue generating potential of establishing new revenue sources that are dependent upon new real estate development, including building permit fees, housing in-lieu fees, and business linkage fees.

Building Permit Fees

BAE will consult with the City's in-house council to assess the extent to which the City can legally establish an add-on building permit fee for affordable housing without establishing an essential nexus, such as is done with housing in-lieu and business linkage fees. Based on the outcome of that consultation, BAE will work with City staff to identify an appropriate methodology for evaluating revenue generation potential.

Housing In-Lieu Fee

To estimate the housing in-lieu fee, BAE will estimate the income needed to afford an average priced home in South Lake Tahoe, then use the IMPLAN economic model to estimate the number of jobs that such a household would support within the community as a result of their everyday spending, after accounting for full-time versus part-time occupancy. BAE would then convert jobs to workforce households by income level using data from the U.S. Census Bureau's Public Use Microdata Sample. BAE will then estimate the approximate subsidy required to deliver housing units at different income levels based on a review of recently funded housing projects and through interviews with local developers. The subsidy multiplied by the induced workforce housing demand equals the maximum justifiable in-lieu fee amount.

Business Linkage Fee

The methodology used to estimate a business linkage fee amount is similar to that described above for the housing in-lieu fee. The main difference is that BAE will estimate employment based on average employment densities for certain types of businesses to be identified by City staff. BAE will then use the workforce household conversion factors and income matrix to estimate the workforce housing supply needed to support different types of non-residential development.

Task 3c: Other Revenue Sources (Optional)

As an optional task, BAE will evaluate the revenue generating potential up to three additional revenue sources and/or financing tools. BAE will work with City staff to identify other sources of funds that may be worth considering based on the City's current Strategic Plan and housing needs. Given that the additional funding sources and/or financing tools to be analyzed have yet to be identified, BAE has allocated roughly $10,000 for this analysis per revenue source/financing tool.

Task 3d: Financial Feasibility Analysis (Optional)

As an optional task, BAE will perform financial feasibility testing to assess the extent to which new development can support establishment of new housing in-lieu or business linkage fees. BAE will work with City staff to identify up to four development prototypes that reflect the types of projects that the City expects to see in near- to medium-term. BAE will then conduct interviews and research to identify appropriate development cost and revenue assumptions for preparation of pro-forma financial model(s). BAE

will then test the extent to which each prototype can support establishment of a fee and will conduct sensitivity analysis to evaluate whether the impacts can be offset through alterations to the development program and/or other cost and revenue assumptions. The cost for preparation of the optional financial feasibility analysis is $7,000 per prototype.

Optional Deliverable #3d: Financial Feasibility Analysis Memorandum

Task 4: Community Engagement

BAE staff will facilitate a series of six focus groups to engage various stakeholders, such as community groups, business groups, special interest groups, and the general public. The proposed budget for this task assumes that all six focus groups will be hosted on the same day. The City of South Lake Tahoe will be responsible for advertising the event and coordinating stakeholder participation, as well as for securing adequate facilities. BAE will work with City staff to identify focus groups that align with the segments of the population/community that are most impacted by the identified funding sources. The budget for this task also assumes that up to two of the focus group sessions will be conducted in Spanish, with Bill Martinez of the South Lake Tahoe FRC providing translation services, including up to two two-page notices/project summaries ahead of the focus group sessions and a two-to-four-page research summary coinciding with publication of the final report. Mr. Martinez will provide in-person translation for the focus groups and will assist BAE and the City with identification of important Spanish language stakeholders. Following completion of the focus group sessions, BAE will prepare a brief memorandum summarizing the input received and discussing key implications for the analysis.

Deliverables #4-6: Public Notices; Focus Group Sessions; Research Summary

Task 5: Housing Funding Feasibility Report

Under this task, BAE will compile draft report that summarizes the work completed under prior tasks, including the economic and fiscal research and calculations used to assess different potential revenue sources to support a local housing fund, and/or local projects and programs. The report will also provide recommendations regarding a potential funding package that may best meet the City's needs. Upon receipt of one consolidated set of comments from City staff, BAE will revise the document and provide the City with a final report. BAE staff will attend one virtual meeting to discuss the draft report with City staff and one in-person City Council meeting to present key findings and answer questions from the Council and the public. BAE staff may be available to attend additional meetings as needed at an additional cost.

Deliverable #7-8: Draft and Final Housing Funding Feasibility Reports

Proposed Project Schedule

The following is BAE's proposed schedule for completion of this assignment, which will be refined further in coordination with City staff upon selection.

Table 1: Proposed Project Schedule and Deliverables

Task	Proposed Project Schedule (Weeks)												
	May					June				July			
	2	9	16	23	30	6	13	20	27	4	11	18	25
1. Project Kickoff and Management	1												
2. Analysis of Housing Programs and Costs			2										
3. Analysis of Revenue Generation							3a/b						
3c. Revenue Sources (Optional)							3c						
3d. Financial Feasibility Analysis (Optional)									3d				
4. Community Engagement													
Public Notices/Project Summary					4								
Outreach to Key Stakeholders													
Focus Group Sessions (6x)							5						
Public Research Summary								6					
5. Housing Funding Feasibility Report										7			8

Deliverables
Progress

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$126,222**
Hourly Rate:	
Associate Principle	$280
Senior Associate	$200
Analyst	$105
Executive Director	$250
Travel and out-of-pocket expenses	**$2250**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$126,222**

BUDGET PROPOSAL

BAE and the FRC propose to complete the scope of work described above on a fixed-fee basis for $68,190, excluding optional tasks, or $126,222 including optional tasks. The total cost includes all direct and indirect costs, as well as all anticipated out-of-pocket expenses which are passed on without markup. Table 2, below, summarizes the component costs by task, firm/organization, and staff person.

Table 2: Proposed Project Budget

Task	BAE Urban Economics				South Lake Tahoe Family Resource Center		Grand Total
	Associate Principal	Senior Associate	Analyst	BAE Subtotal	Executive Director	FRC Subtotal	
hourly rates	*$280*	*$200*	*$105*		*$250*		
1. Project Kickoff and Management	4.0	4.0	0.0	**$1,920**	1.0	**$250**	**$2,170**
2. Analysis of Housing Programs and Costs	4.0	8.0	2.0	**$2,930**	0.0	**$0**	**$2,930**
3. Analysis of Revenue Generation	88.0	80.0	40.0	**$44,840**	0.0	**$0**	**$44,840**
3a. Special Tax Revenue Generation	40.0	40.0	16.0	**$20,880**	0.0	**$0**	**$20,880**
3b. Development Dependent Revenue	48.0	40.0	24.0	**$23,960**	0.0	**$0**	**$23,960**
3c. Other Revenue Sources (Optional)	60.0	60.0	11.5	**$30,002**	n.a.		**$30,002**
3a. Feasibility Analysis (Optional)	40.0	60.0	46.0	**$28,030**			**$28,030**
4. Community Engagement	25.0	9.0	0.0	**$8,800**	14.0	**$3,500**	**$12,300**
Public Notices/Project Summary	*4.0*	*0.0*	*0.0*	*$1,120*	*2.0*	*$500*	*$1,620*
Outreach to Key Stakeholders	*4.0*	*0.0*	*0.0*	*$1,120*	*4.0*	*$1,000*	*$2,120*
Focus Group Sessions (6x)	*13.0*	*9.0*	*0.0*	*$5,440*	*6.0*	*$1,500*	*$6,940*
Public Research Summary	*4.0*	*0.0*	*0.0*	*$1,120*	*2.0*	*$500*	*$1,620*
5. Housing Funding Feasibility Report	6.0	8.0	4.0	**$3,700**	0.0	**$0**	**$3,700**
Reimbursable Expenses				**$2,000**		**$250**	**$2,250**
Data and Materials Purchase				*$2,000*		*$250*	$2,250
Totals, Excluding Optional Tasks	**$35,560**	**$21,800**	**$4,830**	**$64,190**	**$3,750**	**$4,000**	**$68,190**
Including Optional Tasks	*$63,560*	*$45,800*	*$10,862*	*$122,222*	*$3,750*	*$4,000*	*$126,222*

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:
Name, Title

By:_____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 11

Agenda Item: Amendment to Professional Services Agreement with Walker Telecomm, Inc. to Install Generator for Emergency Communications System Power Resiliency

Executive Summary: On December 15, 2020, following a request for proposals, the City Council approved a contract with Walker Telecomm, Inc. and appropriated funds derived from Measure S in the amount of $4,605,242.56 for the emergency communications system project. As of the date of this report, the project is approximately 60% complete. All associated products and materials required for install have been delivered and will be incorporated over the next few months to take the project to approximately 80% completion by Summer 2022. The project is scheduled to close out 4th Quarter 2022. During the construction of the communications tower and equipment shelter, City staff, working with Walker Telecomm and Liberty Utilities personnel realized a lack of power and backup power at the Police Department equipment site which may compromise the integrity of the system during blackout or brownout events. In order to complete the project and meet the needs of the new system, a backup generator will be required. At the Police Department site, the existing backup generator proved to be significantly undersized and could not accommodate the additional power for the project's communications equipment causing staff to meet and discuss options related to providing emergency services with a solution that provided greater than 72 hour capabilities designed to operate at its rated load without refueling for emergency responder safety.

Requested Action / Suggested Motions: 1) Pass a Resolution appropriating Measure S funds in the amount of $96,400 to purchase and install one (1) backup power generator at the Police Station for emergency communications system power resiliency; and 2) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Walker Telecomm to purchase and install the generator for $96,400.
Responsible Staff Members: 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-Communications System Generator.docx
02-Walker Telecom Generator Install Scope of Work
03-Amendment to Purchase Agreement Walker Telecom
04-Generator Specifications
05-Enclosure Specifications
06-Fuel Tank Specifications

07-ATS Specifications
08-Resolution Appropriating Measure S Funds.docx

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

Meeting Date: May 3, 2022

Title: Amendment to Professional Services Agreement with Walker Telecomm, Inc. to Purchase and Install a Generator and Associated Switchgear for Emergency Communications System Power Resiliency for an Additional $96,400.

Location: Police Department – 1352 Johnson Boulevard

Responsible Staff Member(s): Jim Marino - Capital Improvements Manager – (530) 542-6027

Background: In June 2017, the city posted a Request for Proposal (RFP) to hire a consultant to evaluate and make recommendations to rehabilitate or construct a performance-based radio system. The Council awarded the contract to Scientel Solutions for a comprehensive Public Safety Communication System Analysis.

On March 6, 2018 the findings from the communication system analysis were presented to Council. The suggestion was made by Council to coordinate efforts with other entities such as Barton Hospital, TTD, STPUD and any other entities that could contribute to the planning and obtaining of funding, and to come back to Council with recommendations to move forward with funding. Staff received Council support to obtain construction RFPs to provide an understanding of the cost of putting the program in place.

After Council's approval in August of 2019, City staff released an RFP and worked with Scientel Solutions to coordinate the request for proposal process. In September 2019, the city hosted potential bidders for the proposed communications project.

On December 15, 2020, after a thorough RFP analysis and evaluation, the city council formally approved the contract with Walker Telecomm, Inc. and appropriated funds derived from Measure S in the amount of $4,605,242.56 for the project.

As of the date of this report, the project is approximately 60% complete. All associated products and materials required for install have been delivered and will be incorporated over the next few months to take the project to approximately 80% completion by Summer 2022. The project is scheduled to close out 4th Quarter 2022.

Issue and Discussion: During the construction of the communications tower and equipment shelter, City staff, working with Walker Telecomm and Liberty Utilities personnel, discovered a lack of sufficient backup power at the Police Department site which may compromise the integrity of the public safety radio system during blackout or brownout events. The existing backup generator is significantly undersized to power the additional load of the newly constructed communications systems equipment.

An agenda item was initially prepared for the City Council meeting on February 15, 2022, requesting a contract amendment to cover installation of diesel generators at all four public safety radio sites, but was returned to staff by the City Manager for additional analysis of other options. Staff has since determined that three of the generators initially proposed are not an essential part of this project. This request contemplates only the generator proposed herein to back up the communications system components located at the Police Department.

The National Fire Protection Association (NFPA) Standard 110 sets requirements for generators serving emergency services. The Standard includes details on several aspects of generator selection, installation, maintenance, and long-term testing. Some of the highlights include:

- *Proper sizing based on generator ratings for the level, class and type of power supply needed*
- *Fuel storage requirements based on type to prevent unnecessary fire risks*
- *Generator protection against emergency situations that likely triggered the power loss in the first place, such as flooding, fire, and earthquake damage to the structure*
- *The installation and use of transfer switches to control which parts of a facility receive power from the backup system*
- *Installation of the generator and all related equipment, including equipment to monitor generator activity*
- *Long-term maintenance and routine testing requirements to ensure the generator is still operating according to the standard.*

The National Fire Protection Association (NFPA) Standard 1225 sets requirements on Emergency Power Supply Systems and generator requirements for Communication Centers (NFPA 1221):

- NFPA 12.8.3.1 *The emergency power supply system shall consist of one or more engine-driven generators installed in accordance with NFPA 70 National Electrical Code.* (Attachment 04)
- NFPA 12.8.3.2 *Upon failure of primary power, transfer to the standby emergency system shall be automatic*. (Attachment 07)
- NFPA 12.8.4.3 *Engine-driven generators shall be sized to supply power for the operation of all functions of the communications center and for any additional loads determined by the AHJ* (Authority Having Jurisdiction). (Attachment 04)
- NFPA 12.8.4.6.1 *The enclosure shall be capable of resisting the entrance of precipitation at the maximum wind velocities referenced in NFPA 5000 or in accordance with the building code legally in effect, whichever is more restrictive.* (Attachment 05)
- NFPA 12.8.4.6.2 *The enclosure shall be capable of resisting penetration by small arms fire. Doors, and windows if provided, shall be rated for bullet resistance to Level 4 as defined in UL 752, Standard for Bullet-Resistant Equipment.* (Attachment 05)
- NFPA 12.8.4.6.3 *The enclosure shall be equipped with an intrusion detection system complying with NFPA 731 that shall be monitored in the operations room and at another location designated by the AHJ*. (Attachment 05)
- NFPA 12.8.4.12.3 *A dedicated fuel tank shall be provided for each engine*. (Attachment 06)

Further, under state law (California Health and Safety Code section 16001), the Legislature has expressed an intent that nonstructural components of essential services buildings, including communications systems, be given adequate consideration during design and construction to assure continued operation of the building after a disaster. Accordingly, the 2019 California Building Code, Section 2702.3, requires that “Standby power shall be provided for emergency responder

radio coverage systems required in Section 918 and the California Fire Code," and specifies that this standby power "shall be capable of operating the emergency responder radio coverage system for a duration of not less than 12 hours at 100-percent system operation capacity.

FEMA regulations include additional guidance:
FEMA P-1019 - Emergency Power Systems for Critical Facilities:

1.2.4 Critical Operations Power System

Some facilities designated as critical facilities must operate continuously. An example is an emergency operations center of a police department. Many of these facilities are supplied through a critical operations power system (COPS). These systems are defined in Section 708.2 of NFPA 70 as follows:

"*Power systems for facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity."*

Upon review of the proposed load demands of the new equipment and acknowledging NFPA, FEMA, and California Health and Safety Code, staff is recommending a 40kw output for the generator. The 40kw sizing allows for 100% load of the communications equipment with factored altitude loss and some capabilities for future additional power needs.

The purchase and installation of the stand-alone backup generator for the Public Safety Radio System is critical to the effectiveness of the new communications system. The proposed 40kw generator will automatically transfer appropriate power to the radio system when a power outage occurs. This will ensure that the new communications equipment will have resiliency during blackouts and/or critical events.

Financial Implications: The Financial Implications Section of the December 15, 2020 staff report requesting the agreement with Walker Telecomm stated "*While Walker Telecomm's contract is $4,605,242.56, the total cost of the project is estimated to be approximately $5 million which includes permit fees, land use agreements for sites that are not currently owned by the city and leased fiber connections that Information Technologies staff will need in order to ensure that the city's network and equipment will meet the minimum requirements by the vendor for the radio system upgrade. We will bring any further contracts for land use, etc. back to council at a later time for approval*".
Upon council approval for the agreement with Walker Telecomm, the project fund account was appropriated only the amount of the contract at $4,605,242.56.

Staff is requesting the funds required for the purchase and installation of the generator complete and in-place be appropriated from excess Measure S fund balance as detailed below in *Table A* and per the Resolution (Attachment 08).

Revenue From:	***Amount:***	***Transfer To:***
Measure S (fund 36374)	$96,400.00	30170021-46110

Table A – Fund Transfer

Environmental Considerations: This project is categorically exempt from CEQA under Section 15303 New Construction or Conversion of Small Structures Class 3 (d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction. The project proposes minor ground disturbance for the construction of the generator slab on previously disturbed non-native soils.

Policy Implications: In consideration of solar and battery backup options for the communications system, staff had researched battery energy storage systems (BESS) from Mitsubishi, Tesla, and Aggreko and found that the manufacturers did not have products to meet our specific application.

Staff also reached out to Ballard, a vendor that provides fuel cells (hydrogen) as backup power. This option is not yet available, including the fuel cells, cost-effectively for this application.

Additionally, based on existing generator operation logs, during the last five years, the city has activated facility back-up generators on average for about 6 hours during the year, with maximum usage of about 26 hours during the December 2021 winter storm, thus the magnitude of fossil fuel consumption is minimal in relation to the climate action goals of the city.

SLT Generator Project

El Dorado County, California

Bid Prepared for

Customer: City of South Lake Tahoe, CA
Address: 2101 Lake Tahoe Blvd
South Lake Tahoe, CA 96150
Phone No: (559) 284-5315
Fax No: -
Contact: Jay Manning Date: 03/11/2022

Project Scope

1. Provide and Install the Material Necessary to Complete the Electrical Scope of the Work.
2. Install Generators and ATS. Run Conduit and Wire as Needed to ATS, Panel and other civil work.
3. Install concrete pad for generator
4. Coordinate all post installation inspections with the city of SLT.
5. Work closely with the Generator supplier to provide all factory acceptance testing and training for responsible city employees.
6. As-Built drawings, documents, and warranties at the completion of the project prior to final payment.

Payment Terms: 50% upon order and 50% upon completion of install.

Bid Item #	Pay Item Number	Bid Item Description	Bid Quantity	Unit	Unit Price	Bid Amount
-	-	Install Generator and ATS	1	Each	$ 51,700.00	$ 51,700.00
-	-	Supply Generator and ATS	1	Each	$ 44,700.00	$ 44,700.00
		Total				**$ 96,400.00**

Respectfully Submitted
Walker Telecomm
Richard Schubiger - (732) 267-4767 Senior Project Manager
Walker Telecomm, 8521 White Fir St., Reno, NV 89523

CITY OF SOUTH LAKE TAHOE

AMENDMENT TO PURCHASE AGREEMENT

This Amendment (02) to the Purchase Agreement dated December 15, 2020 Between the City of South Lake Tahoe, a municipal corporation ("City"), and Walker Telecomm, Inc. ("Contractor"), is entered into and effective as of the 3rd day of May, 2022.

RECITALS

A. On December 15, 2020, the City Council approved and authorized and directed the Mayor to execute the Purchase Agreement in an amount not to exceed $4,605,242.56 for the purchase of equipment and installation of a public radio system for the Police, Fire, and Public Works Departments.

B. The Purchase Agreement includes Exhibits A – Scope of Services and Exhibit B – Compensation Schedules

C. The Parties now desire to modify Exhibits A and B as stated herein, and per the attached proposal for the additional work of installing one (1) backup power generators complete and in place as specified.

AGREEMENT

Exhibit A of the Purchase Agreement is hereby amended to add the following language:

Project Scope

To include:
1) Provide and Install the Material Necessary to Complete the Electrical Scope of Work
2) Install Generators and Automatic Transfer Switch (ATS). Run Conduit and Wire as Needed to ATS, Panel and other Civil Work.
3) Install Concrete Pad for Generator
4) Update current Permit Drawings
5) Coordinate all post installation inspections with the city of SLT.

6) Work closely with the Generator supplier to provide all factory acceptance testing and training for responsible city employees.
7) As-Built drawings, documents, and warranties at the completion of the project prior to final payment.

Note: All work being performed will be at prevailing wage.

Paragraph 3 (Compensation) of the Purchase Agreement is hereby amended to state, in its entirety, as follows:

Compensation to be paid to Contractor shall be in accordance with the Milestone Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation, including travel and out-of-pocket expenses, exceed $4,701,642.56 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. Contractor 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.

Paragraph 34 (Performance and Payment Bond) of the Purchase Agreement is hereby amended to state, in its entirety, as follows:

The following bonds or security shall be delivered to the City and shall become binding upon the execution of the contract:

(1) A performance bond in a form acceptable to the City, executed by a surety company authorized to do business in the State of California or otherwise secured in a manner satisfactory to the City, in an amount equal to one hundred percent of the price specified in the contract less the warranty period ($4,507,692.30), and which is in effect until City's acceptance of the system and the commencement of the warranty period;

(2) A payment bond in a form acceptable to the City, executed by a surety company authorized to do business in the State of California or otherwise secured in a manner satisfactory to the purchasing agency, for the

protection of all persons supplying labor and material to the contractor for the performance of the work provided for in the contract, less the warranty period ($4,507,692.30), and which is in effect until City's acceptance of the system and the commencement of the warranty period; or

(3) A performance and payment bond which satisfies all of the requirements of paragraphs (1) and (2).

(4) The performance and payment bonds do not cover the warranty period beyond year 1.

Exhibit B of the Purchase Agreement is hereby amended to state that the Total (not to exceed) pricing is $4,701,642.56.

Exhibit B of the Purchase Agreement is further hereby amended to add the following generator installation costs to the pricing schedule in Appendix E:

Bid Item #	Pay Item Number	Bid Item Description	Bid Qty	Unit	Unit Price	Bid Amount
-	-	Police Station	1	EA	$96,400.00	$96,400.00
						$96,400.00

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 _____

Richard Schubiger, Walker Telecomm, Inc.

Business License # 011523

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

ATTEST:

By_____
Susan Blankenship, City Clerk

Cat® D40 GC DIESEL GENERATOR SETS

Standby : 60Hz



Image shown might not reflect actual configuration

Engine Model	Cat® C4.4 In-line 4, 4-cycle diesel
Bore x Stroke	105mm x 127mm (4.1in x 5.0 in)
Displacement	4.4 L (269 in³)
Compression Ratio	18.2:1
Aspiration	Turbocharged
Fuel Injection System	Common Rail

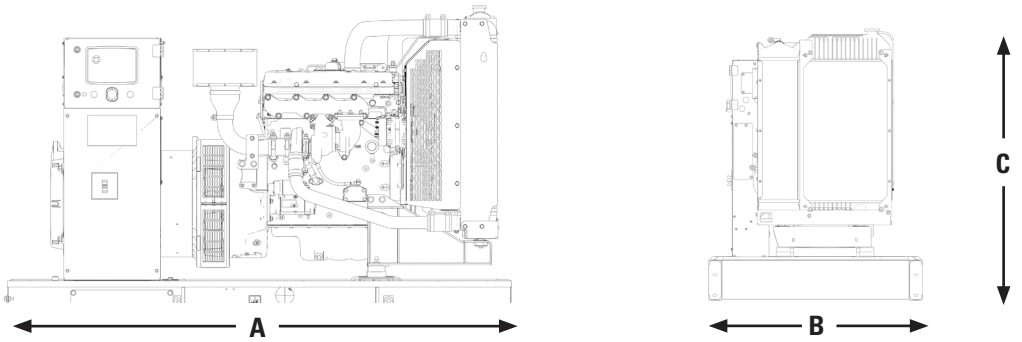
Model	Standby	Emission Strategy
D40 GC	**40 ekW**	**EPA TIER III**

PACKAGE PERFORMANCE

Performance	Standby	
	3-Phase	1-Phase
Frequency	60 Hz	60 Hz
Genset Power Rating	50 kVA	40 kVA
Genset power rating with fan, 3p@ 0.8 & 1p@1.0 power factor	40 ekW	40 ekW
Performance Number	P3454C-00	P3454C-00
Fuel Consumption		
100% load with fan, L/hr (gal/hr)	13.5 (3.6)	13.0 (3.4)
75% load with fan, L/hr (gal/hr)	10.5 (2.8)	10.1 (2.7)
50% load with fan, L/hr (gal/hr)	7.8 (2.1)	7.5 (2.0)
Cooling System[1]		
Radiator air flow restriction (system), kPa (in. Water)	0.12 (0.48)	
Engine coolant capacity, L (gal)	7.0 (1.8)	
Radiator coolant capacity, L (gal)	9.5 (2.5)	
Total coolant capacity, L (gal)	16.5 (4.3)	
Inlet Air		
Combustion air inlet flow rate, m³/min (cfm)	5.3 (187.2)	5.3 (187.2)
Max. Allowable Combustion Air Inlet Temp, °C (°F)	45 (113)	
Exhaust System		
Exhaust stack gas temperature, °C (°F)	571 (1060)	571 (1060)
Exhaust gas flow rate, m³/min (cfm)	13.7 (483.8)	13.7 (484)
Exhaust system backpressure (maximum allowable) kPa (in. water)	15.0 (60.2)	15.0 (60.2)
Heat Rejection		
Heat rejection to exhaust (total) kW (Btu/min)	66.9 (3805)	66.9 (3805)
Heat rejection to atmosphere from engine, kW (Btu/min)	14.9 (847.3)	14.9 (847.3)

Emissions (Nominal)[2]	Standby			
	3-Phase			1-Phase
NOx + HC, g/kW-hr	4.42			4.42
CO, g/kW-hr	1.02			1.02
PM, g/kW-hr	0.26			0.26
Alternator[3]				
Voltages	480V	208V	600V	240V
Motor starting capability @ 30% Voltage Dip, skVA	72	64	128	85
Current Amps	60	139	48	167
Frame Size	M1736L4	M1754L4	M1736L4	M1754L4
Excitation	SE	SE	AREP	SE
Temperature Rise, °C	130	130	130	130

WEIGHTS & DIMENSIONS



Note: General configuration not to be used for installation. See general dimension drawings for detail.

Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
1962(77.2)	**1100(43.3)**	**1220(48.0)**	**838(1847)**

APPLICABLE CODES AND STANDARDS:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.
Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

PRIME: Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated ekW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year

RATINGS: Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

DEFINITIONS AND CONDITIONS

[1] For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

[2] Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 BTU/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

[3] UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.

LET'S DO THE WORK.™

www.Cat.com/electricpower
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LEHE2669-02 (12/20)



Image shown might not reflect actual configuration

D40 GC - D200 GC Sound Attenuated Level 2 Enclosures

60 Hz:40 ekW - 200 ekW

Features

Robust/Highly Corrosion Resistant Construction

- Factory installed on skid base or 24hr Integral fuel tank
- Caterpillar white paint
- Environmentally friendly, polyester powder baked paint
- 18 gauge steel minimum.
- Zinc plated fasteners
- Stainless steel hinges
- Internally mounted exhaust silencing system
- Designed and tested to comply with UL 2200 Listed generator set package
- Comply with ASCE /SEI 7 for Wind Loads up to 100mph
- Optional seismic certification offered
- Compression door latches providing solid door seal

Excellent Access

- Large cable entry area for installation ease
- Accommodates side mounted single or multiple breakers
- Single door on left hand side
- Dual doors on right hand side
- Doors vertically hinged allow 180° opening rotation
- Doors capable of lift off at 90° opening rotation
- For non-routine service access are removeable panels
- Lube oil drain valve standard with coolant drain and valve piped to the exterior of the enclosure base
- Radiator fill cover

Security and Safety

- Lockable (keyed or padlock) doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill and battery can only be reached via lockable access
- Optional externally mounted emergency stop button
- Designed for spreader bar lifting to ensure safety
- Stub-up area is rodent proof

Options

- Skid base compatible
- UL Listed integral fuel tank with 24 hour running time capacity
- DC lighting package

Enclosure Package Operating Characteristics

A. Sound Attenuated- Level 2

Model	Hz	ekW	SB	Sound Pressure Levels dBA 7m (23ft) 100% Load	Air Flow Rate		Ambient Capability* @100% Load	
					m^3/s	cfm	°C	°F
D40 GC	60	40	SB	67.7	1.5	3178.3	60	140
D50 GC	60	50	SB	68.6	1.5	3178.3	54	129
D60 GC	60	60	SB	69.6	1.5	3178.3	48	118
D80 GC	60	80	SB	74.9	3.5	7416.1	60	140
D100 GC	60	100	SB	76.4	3.5	7416.1	52	126
D125 GC	60	125	SB	74.8	3.4	7204.2	61	142
D150 GC	60	150	SB	75.4	3.4	7204.2	54	129
D175 GC	60	175	SB	79.3	4.1	8687.4	49	120
D200 GC	60	200	SB	79.5	4.1	8687.4	44	111

*TBD - To be determined - Data will be released soon

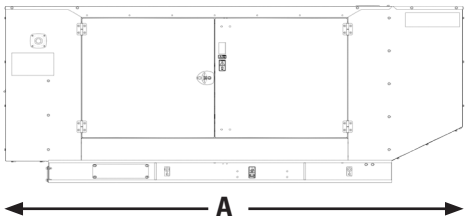
*Cooling system performance at sea level. Consult your Cat® dealer for site specific ambient and altitude capabilities.

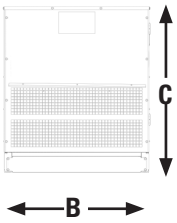
Note: Sound level measurements are subject to instrumentation, installation and manufacturing variability, as well as ambient site conditions.

B. Component Weights to Calculate Package Weight

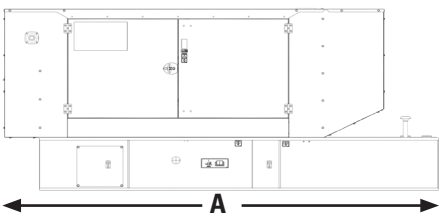
Standby ekW	Wide Skid Base		Sound Attentuted Enclosure (Steel)	
	kg	lb	kg	lb
40-60	92.6	204.1	178.8	394.2
80-100	96.2	212.1	189.1	416.9
125-200	115.9	255.5	274.4	604.9

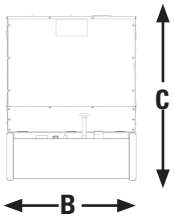
C. Weights & Dimensions





Sound Attenuated Enclosure on Skid Base





Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base

*Note: For reference only – do not use for installation design. Please contact your local dealer for exact weights and dimensions

Cat® GC Enclosures

Enclosure Type	Standby ratings	Length, L		Width, W		Height, H		Package Weights	
	ekW	mm	in	mm	in	mm	in	kg	lb
Open Set on Skid (wide Base)	40	1976	77.2	1099.8	43.3	1219.2	48.0	837.7	1847
	50	1976	77.2	1099.8	43.3	1219.2	48.0	931.6	2054
	60	1976	77.2	1099.8	43.3	1219.2	48.0	905.8	1997
	80	2098	82.6	1099.8	43.3	1343.6	52.9	950.2	2095
	100	2098	82.6	1099.8	43.3	1343.6	52.9	1007.8	2222
	125	2634	103.7	1300.4	51.2	1402	55.2	1405.6	3099
	150	2634	103.7	1300.4	51.2	1402	55.2	1561.7	3443
	175	2634	103.7	1300.4	51.2	1490.9	58.7	1696.8	3741
	200	2634	103.7	1300.4	51.2	1490.9	58.7	1776.7	3917
Open Set on a UL Listed Integral Fuel Tank Base	40	2707.6	106.6	1099.8	43.3	1384.3	54.5	1536.3	3387
	50	2707.6	106.6	1099.8	43.3	1384.3	54.5	1630.2	3594
	60	2707.6	106.6	1099.8	43.3	1384.3	54.5	1604.3	3537
	80	3035.3	119.5	1099.8	43.3	1582.4	62.3	1914.1	4220
	100	3035.3	119.5	1099.8	43.3	1582.4	62.3	1972.2	4348
	125	3670.3	144.5	1300.4	51.2	1757.6	69.2	3207.8	7072
	150	3670.3	144.5	1300.4	51.2	1757.6	69.2	3363.3	7415
	175	3670.3	144.5	1300.4	51.2	1846.6	72.7	3498.5	7713
	200	3670.3	144.5	1300.4	51.2	1846.6	72.7	3578.4	7889
Sound Attenuated Enclosure on Skid Base	40	2456.1	96.1	1120.1	44.1	1330.9	52.4	1016.5	2241
	50	2456.1	96.1	1120.1	44.1	1330.9	52.4	1110.4	2448
	60	2456.1	96.1	1120.1	44.1	1330.9	52.4	1084.5	2391
	80	2768.6	109.0	1120.1	44.1	1432.5	56.4	1139.4	2512
	100	2768.6	109.0	1120.1	44.1	1432.5	56.4	1197.0	2639
	125	2633.9	103.7	1318.2	51.9	1569.7	61.8	1680.1	3704
	150	2633.9	103.7	1318.2	51.9	1569.7	61.8	1836.1	4048
	175	2633.9	103.7	1318.2	51.9	1569.7	61.8	1971.3	4346
	200	2633.9	103.7	1318.2	51.9	1569.7	61.8	2051.1	4522
Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base	40	2931.1	115.4	1120.1	44.1	1496	58.9	1715.0	3781
	50	2931.1	115.4	1120.1	44.1	1496	58.9	1808.9	3988
	60	2931.1	115.4	1120.1	44.1	1496	58.9	1783.1	3931
	80	3256.2	128.2	1120.1	44.1	1673.8	65.9	2103.3	4637
	100	3256.2	128.2	1120.1	44.1	1673.8	65.9	2161.4	4765
	125	4008.1	157.8	1318.2	51.9	1925.3	75.8	3481.8	7676
	150	4008.1	157.8	1318.2	51.9	1925.3	75.8	3637.8	8020
	175	4008.1	157.8	1318.2	51.9	1925.3	75.8	3773.0	8318
	200	4008.1	157.8	1318.2	51.9	1925.3	75.8	3852.8	8494

*Note: Weights include genset, enclosure (where applicable), tank and fuel (where applicable)

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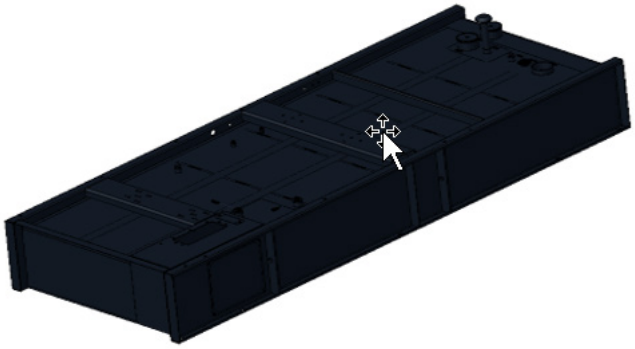


Image show might not reflect actual product

Integral Fuel Tanks

D40 GC – D200 GC

Features

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitates compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code
- Dual wall
- Low fuel level warning standard, customer configurable warning or shutdown
- Primary tank leak detection switch in containment basin
- Tank design provides capacity for thermal expansion of fuel
- Fuel supply dip tube is positioned so as not to pick up fuel sediment
- Fuel return and supply dip tube is separated by an internal baffle to prevent immediate re-supply of heated return fuel
- Pressure washed with an iron phosphate solution
- Interior tank surfaces coated with a solvent-based thin-film rust preventative
- Heavy gauge steel gussets with internal lifting rings
- Primary and secondary tanks are leak tested at 20.7 kPa (3 psi) minimum
- Compatible with open packages and enclosures
- Gloss black polyester alkyd enamel exterior paint
- Welded steel containment basin (minimum of 110% of primary tank capacity)
- Direct reading fuel gauge with variable electrical

Integral

- Integral diesel fuel tank is incorporated into the generator set base frame
- Robust base design includes linear vibration isolators between tank base and engine generator.

Options

- Audio/visual fuel level alarm panel
- 5 gal (18.9L) spill containment
- Fuel tank fill pipe and lockable cap
- Overfill prevention Valve

Integral Fuel Tank Base Useable Capacities with Fuel Tank Dimensions & Weights



The heights listed above do not include lumber used during manufacturing and shipping

A. Open Set & Sound Attenuated Enclosure

Standby eKW	Feature Code	Total Capacity Litre	Total Capacity Gallon	Useable Capacity Litre	Useable Capacity Gallon
40-60	FTDW044	523	138.2	466	123.1
80-100	FTDW043	769	203.1	690	182.3
125-200	FTDW045	1511	399.2	1355	357.9

Standby eKW	Feature Code	Tank Only								Overall Package Height with Tank			
		Dry Weight		Height 'H'		Length 'L'		Width		Open		Enclosure	
		kg	lb	mm	in	mm	in	mm	in	mm	in	mm	in
40-60	FTDW044	387.5	853.2	365	14.4	2708	106.6	1100	43.3	1384	54.5	1496	58.9
80-100	FTDW043	462.5	1019.6	440	17.3	3035	119.5	1100	43.3	1583	62.3	1673	65.9
125-200	FTDW045	736.1	1622.8	555	21.9	3670	144.5	1300	51.2	1847	72.7	1925	75.8

Time (Hours)

Tank Design	Feature Code	Standby Ratings (kVA)						
		ekW	100%		75%		50%	
			Hrs	L/hr	Hrs	L/hr	Hrs	L/hr
Integral Tank	FTDW044	40	33.5	13.9	43.1	10.8	57.5	8.1
		50	27.7	16.8	36.4	12.8	50.1	9.3
		60	24.0	19.4	27.7	16.8	35.6	13.1
	FTDW043	80	29.1	23.7	36.3	19.0	49.6	13.9
		100	24.0	28.8	29.7	23.2	40.1	17.2
	FTDW045	125	35.8	37.8	44.7	30.3	61.9	21.9
		150	31.5	43.0	38.8	34.9	54.2	25.0
		175	26.5	51.2	32.3	41.9	47.4	28.6
		200	24.0	56.4	29.6	45.8	41.6	32.6

Tanks include RH stub-up area directly below the circuit breaker or power terminal strips.

Fuel tanks and applicable options facilitate compliance with the following United States NFPA Code and Standards:

NFPA 30: Flammable and Combustible Liquids Code

NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines

NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks and applicable options facilitate compliance with the following Canadian Standard and Code:

CSA C282 – Emergency Electrical Power Supply for Buildings

CSA B139-09 – Installation Code for Oil-Burning Equipment

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LET'S DO THE WORK.™

LEHE2681-00 (09/20)

BROCHURE

The world’s first true all-in-one ATS is here.



- Easy to Install
- Safety and Protection
- Optimum Interface

Introducing TruONE™ ATS from ABB.
A critical breakthrough for critical power.

The all-new TruONE™ is the world's first true purpose-built automatic transfer switch, engineered to incorporate switch and controller in one seamless unit.

Performance tested beyond standard requirements, TruONE™ stands ready to ensure the steady delivery of critical power at all times. Its self-contained design reduces the number of wires and connections, which speeds installation and minimizes the potential for connection failures to ensure best-in-class reliability. Its predictive maintenance and modular components reduce downtime and service costs. And its advanced connectivity is ready for the future. In addition, unlike typical ATS solutions, TruONE™ allows emergency manual operation under load for immediate power restoration in the event of an equipment malfunction.

TruONE™ represents a major shift in engineering and a critical breakthrough for critical power.

FROST & SULLIVAN
2019 BEST PRACTICES AWARD
GLOBAL TRANSFER SWITCH NEW PRODUCT INNOVATION AWARD

—
ABB Wins,
Global New Product
Innovation Award

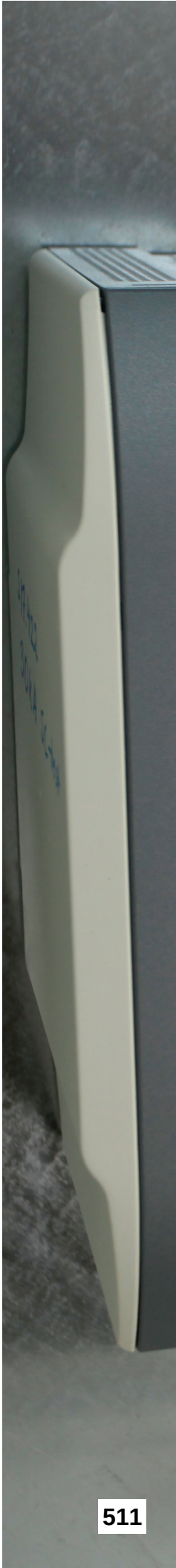



ABB
S1
S2
LOAD
AUTO
59 s
11:06
System overview
S1
OK
OK
S2
S1 connected to load
Load current
393.0 A
Generator stop delay
TruONE
I
ON
II
ON
AUTO
LOAD
LOAD
LOA
A
L1
B
L2
C
L3
SOURCE
S1
S2
SOURCE
S1
S2
SOURCE
S1
S2

The one ATS with all these advantages

—
01 Detachable HMI. Three levels of control to meet different customer requirements.
—
02 All-in-one concept that brings easy and fast installation.

Easy to Install
Reduces installation time by up to 80%.

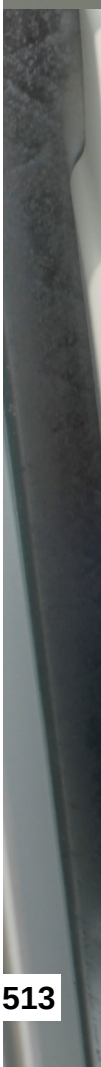
Why waste time piecing together an ATS from multiple components and as many as 20 connection wires, not to mention the time spent testing? TruONE™ is the first automatic transfer switch to put it all together, including the controller with detachable HMI. It can be installed with a single wire using standard enclosures.

Safety and Protection
Reduces risk of operator injury.

TruONE™ enables emergency manual operation—even under load—without opening the panel door when the HMI is mounted to the ATS frame. The HMI can be detached from the frame for door mounting, offering more flexibility for the panel designer. Best of all, regardless of the HMI installation method, there's no need for connecting dangerous line voltages to the door, so the risk of operator injury due to equipment malfunction is reduced.

Optimum Interface
Simplifies connectivity.

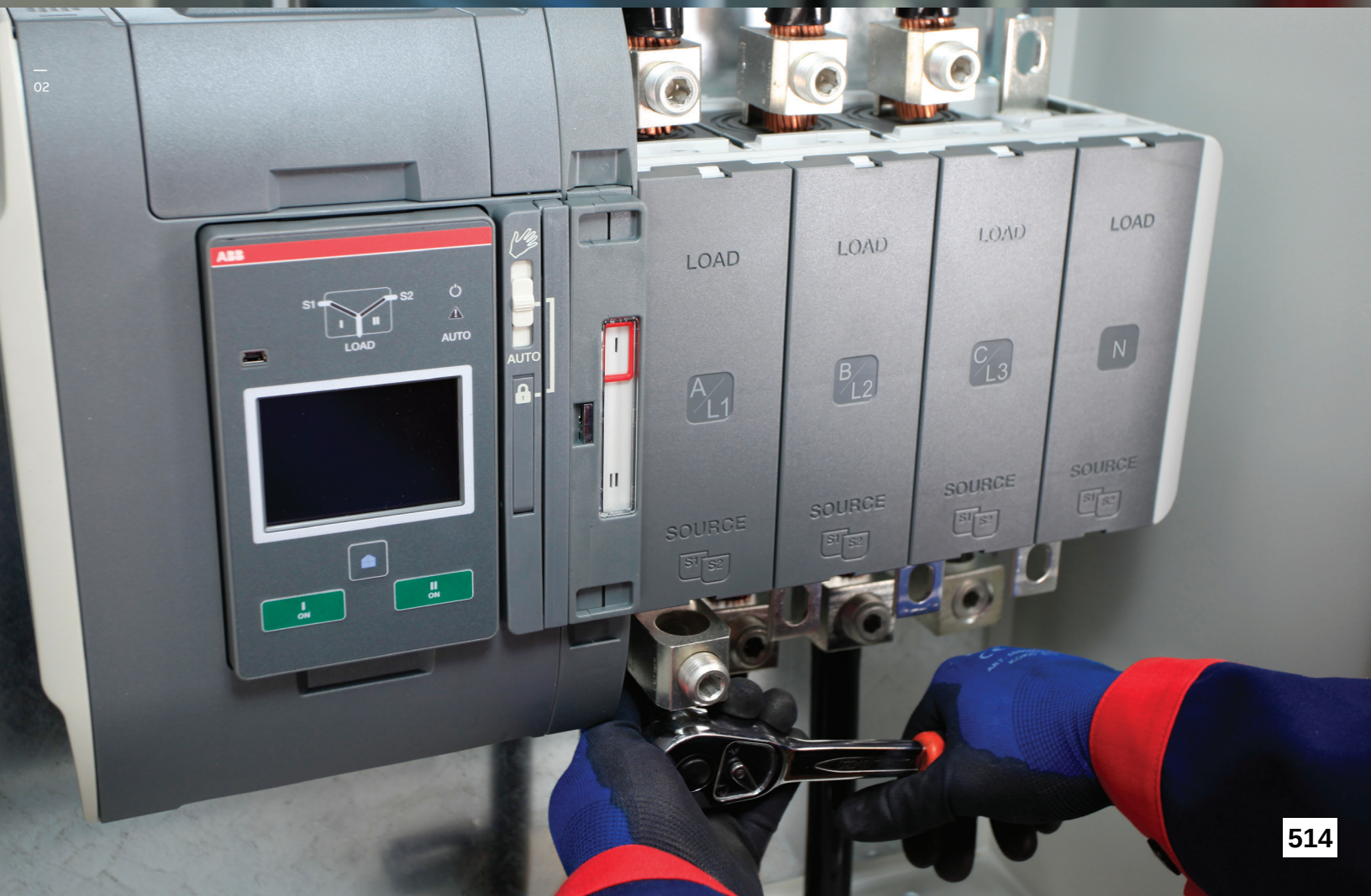
TruONE™ features cloud-based connectivity through the ABB Ability™ Electrical Distribution Control System (EDCS). ABB Ability simplifies implementation and use of TruONE™ in coordination with other ABB devices, ensuring one common user interface and one common software environment. Market-leading modular connectivity with seven communication protocols ensures easy installation and connectivity now and far into the future.



01


ABB
S1
S2
LOAD
59 s
System overview
S1
OK

02


ABB
S1
S2
LOAD
AUTO
AUTO
LOAD
LOAD
LOAD
LOAD
A
L1
B
L2
C
L3
N
SOURCE
SOURCE
SOURCE
SOURCE
I
ON
II
ON

Even more advantages.



Speed Up Your Project
Now you can speed up your project even more, thanks to TruONE™ automatic commissioning capabilities. Pre-made configuration files can be uploaded from your PC to TruONE™, minimizing the risk of human error and reducing programming time by 80%.



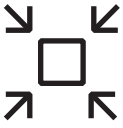
Continuous Operation
TruONE™ features predictive maintenance, self-diagnostics and customer-replaceable critical modules to simplify service and significantly reduce downtime and service costs. Say goodbye to blinking lights and stopping motors. TruONE™ provides a fast in-phase open transition of power, ensuring unnoticed generator use during business hours.



Energy Efficiency
Full compatibility with ABB Ability™ EDCS allows data processing from the site's electrical equipment to deliver analysis and make recommendations for optimizing the electrical system's performance. This allows remote monitoring of plants, energy consumption and costs at a glance, making implementation of energy management strategies easier and faster.



Optimized Logistics
TruONE™ features a wide voltage range from 200 to 480 VAC (with +/-20% tolerance), reducing the need to stock multiple SKUs, reducing inventory and saving space in the warehouse.



Space Saving
TruONE™ features plug-in factory and field-mount accessorizing, so you don't need extra space inside the panel. Even in the case of specialized customer needs, you can use standard cabinets.

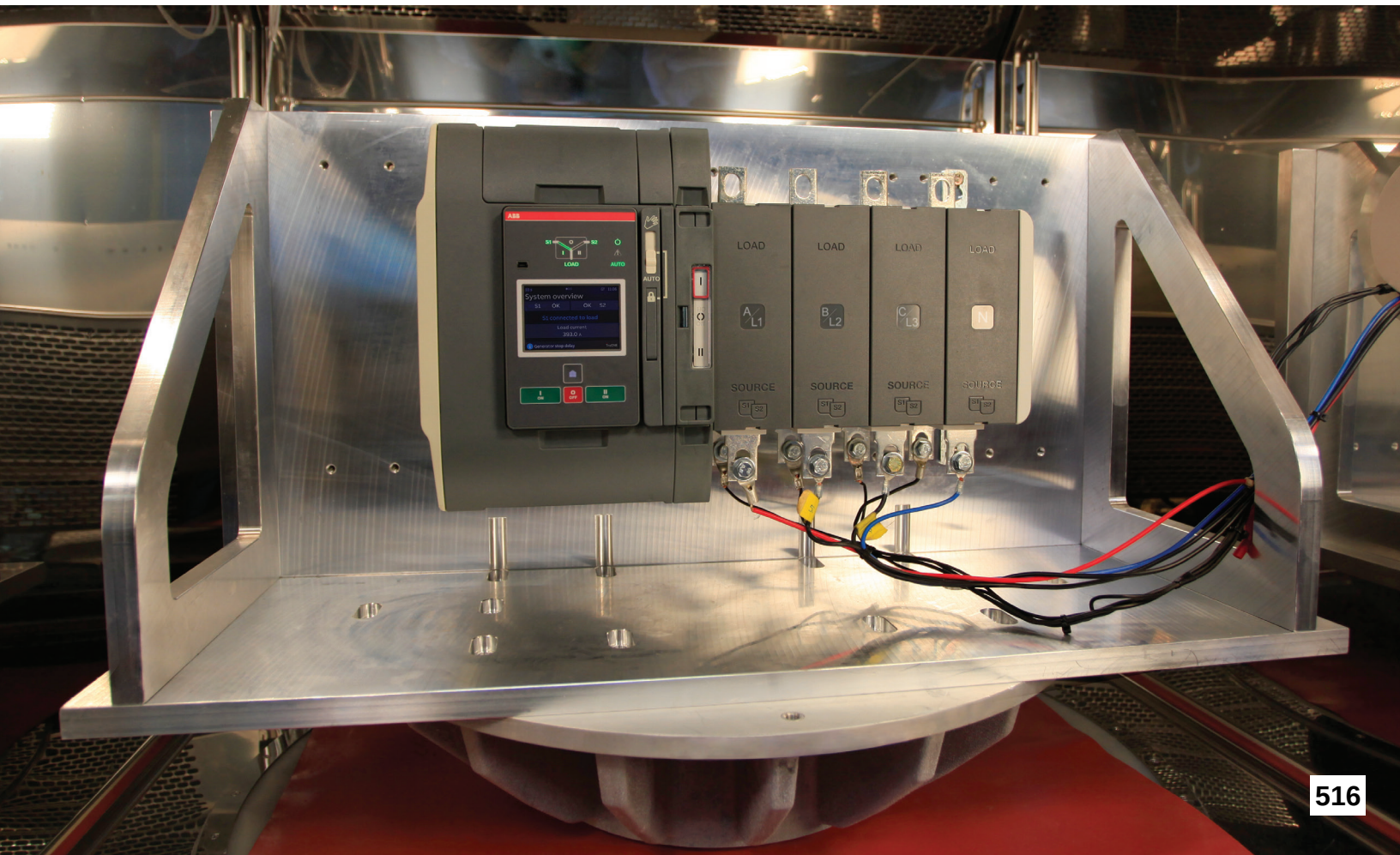
Reliable in extreme conditions.

You can be sure TruONE™ exceeds standard requirements for performance and reliability to bring you dependable operation in even the most challenging electrical, mechanical and environmental conditions.

TruONE™ is the only ATS to guarantee safe and reliable operation during dramatic variations in temperature (-25–+70°C) and voltage (200–480 VAC with +/-20% tolerance), and it's tolerant of vibrations (acc. IEC 60068-2-6) and shocks (acc. IEC 60068-2-27). TruONE™ also has true short-circuit resilience, able to take the hit and remain fully operational after exposure to even the most dangerous phenomena.

Site conditions can change due to unexpected situations, but the performance of TruONE™ does not.

—
Testing for vibrations, shocks and a wide temperature range.



The one ATS for all applications.

Bring the highest level of convenience, efficiency and critical power security to your product, project or facility.

TruONE™ is the superior solution for:
- Genset OEMs
- Panel builders
- Consultants and engineers
- Contractors
- Facilities managers

TruONE™ provides superior critical power security for:
- Hospitals
- Sports arenas
- Retail environments
- High-rise buildings
- Commercial buildings
- Financial environments
- Data centers
- And more

There's only one TruONE™ ATS.
Get the unique ease and reliability of the world's first true all-in-one ATS. TruONE™. Contact your ABB representative or visit abb.com for more information.











TruONE™ part number key

ABB TruONE® automatic transfer switch, open transition, 1000 amperes, UL, 3 phase + Neutral (3ph, 4 wire), Level 4 controls, 200–480 VAC voltage area, bottom entry (sources on bottom, load on top).

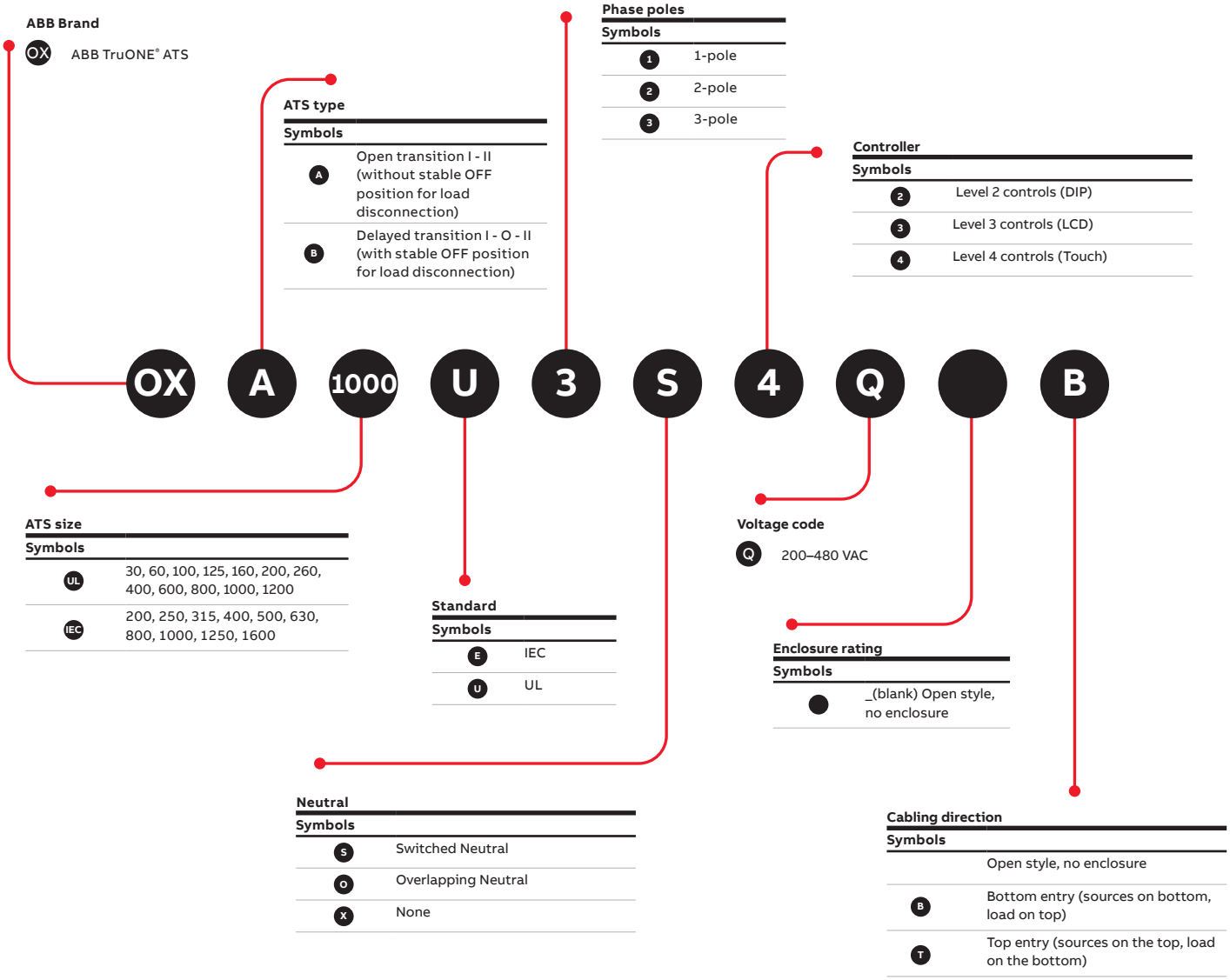


ABB Brand

OX	ABB TruONE® ATS

ATS type

Symbols	
A	Open transition I - II (without stable OFF position for load disconnection)
B	Delayed transition I - O - II (with stable OFF position for load disconnection)

Phase poles

Symbols	
1	1-pole
2	2-pole
3	3-pole

Controller

Symbols	
2	Level 2 controls (DIP)
3	Level 3 controls (LCD)
4	Level 4 controls (Touch)

ATS size

Symbols	
UL	30, 60, 100, 125, 160, 200, 260, 400, 600, 800, 1000, 1200
IEC	200, 250, 315, 400, 500, 630, 800, 1000, 1250, 1600

Standard

Symbols	
E	IEC
U	UL

Voltage code

Q	200–480 VAC

Enclosure rating

Symbols	
●	_(blank) Open style, no enclosure

Neutral

Symbols	
S	Switched Neutral
O	Overlapping Neutral
X	None

Cabling direction

Symbols	
	Open style, no enclosure
B	Bottom entry (sources on bottom, load on top)
T	Top entry (sources on the top, load on the bottom)

Note: For available configurations, see the ordering information pages.

TruONE™



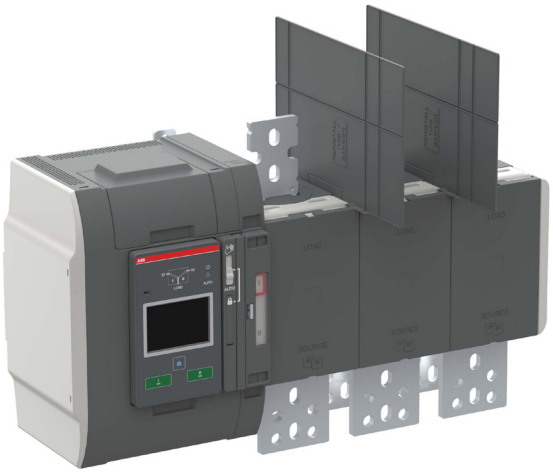
Open style ATS
UL 30-200 A
IEC 200-250 A



Open style ATS
UL 260 A
IEC 315-400 A



Open style ATS
UL 400-600 A
IEC 500-800 A



Open style ATS
UL 800-1200 A
IEC 1000-1600 A

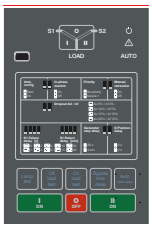
Targeted Product Performance

ATS Frame Size		30-400 A	260-800 A	800-1600 A
Rated operational current	IEC 60947-6-1, GB 14048-11: AC-33B	200-400 A	630-800 A	1000-1250 A
	GB 14048-11: AC-33iA	30-200 A	260-600 A	800-1200 A
	UL1008: Emergency systems–total system load	30-200 A	260-600 A	800-1200 A
Short-circuit characteristics	Iq (rated conditional short-circuit current)	100 kA	100 kA	100 kA
	Icw (rated short-time withstand current)/Short-time current ratings, 100ms	18-30 kA	42 kA	50 kA
	Icw (rated short-time withstand current)/Short-time current ratings, 500ms		30 kA	50 kA
	Withstand and Close-on ratings (any breaker) 480V	42 kA	50 kA	85 kA
	Withstand and Close-on ratings, with current limiting fuses	200 kA	200 kA	200 kA

Note: See the TruONE technical catalog for confirmed ratings

TruONE™ feature comparison

Main features in the table below. Consult ABB for more information.



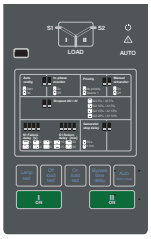




Feature comparison

	Level 2 controls	Level 3 controls	Level 4 controls
Ampere sizes available	IEC: 200-1600 A	IEC: 200-1600 A	IEC: 200-1600 A
	UL: 30-1200 A	UL: 30-1200 A	UL: 30-1200 A
Rated voltage	200-480Vac	200-480Vac	200-480Vac
Rated frequency	50 / 60 Hz	50 / 60 Hz	50 / 60 Hz
Phase system	Single and Three	Single and Three	Single and Three
Number of poles	2, 3 and 4	2, 3 and 4	3 and 4
Neutral configuration			
Switched	Yes	Yes	Yes
Overlapping	No	Yes	Yes
Product type			
Open transition (I-II)	Yes	Yes	Yes
Delayed transition (I-O-II)	Yes	Yes	Yes
Voltage and frequency settings			
Pick up Voltage Source 1	Fixed 2% above drop out	71-99%, 101-119%	71-99%, 101-119%
Drop out Voltage Source 1	+/-5, 10, 15, 20%	70-98%, 102-120%	70-98%, 102-120%
Pick up Voltage Source 2	Fixed 2% above drop out	71-99%, 101-119%	71-99%, 101-119%
Drop out Voltage Source 2	+/-5, 10, 15, 20%	70-98%, 102-120%	70-98%, 102-120%
Pick up Frequency Source 1	Fixed 1% above drop out	80.5-99.5%, 100.5-119.5%	80.5-99.5%, 100.5-119.5%
Drop out Frequency Source 1	+/-5, 10 %	80-99%, 101-120%	80-99%, 101-120%
Pick up Frequency Source 2	Fixed 1% above drop out	80.5-99.5%, 100.5-119,5%	80.5-99.5%, 100.5-119.5%
Drop out Frequency Source 2	+/-5, 10 %	80-99%, 101-120%	80-99%, 101-120%
Time delay settings			
Override momentary Source 1 Outage, sec	0, 1, 2, 3, 4, 5, 10, 15, 20, 25, 30	0-60	0-60
Transfer from Source 1 to Source 2, sec	Fixed 2 seconds	0-3600	0-3600
Override momentary Source 2 Outage, sec	Fixed 1,5 seconds	0-60	0-60
Transfer from Source 2 to Source 1, min	0, 1, 2, 3, 4, 5, 10, 15, 20, 25, 30	0-120	0-120
Generator stop delay, min	30 secs or 4 mins	0-60	0-60
Center-OFF delay, sec	0 or 4	0-300	0-300
Pre-transfer delay S1 to S2, sec	No	0-60	0-60
Post-transfer delay S1 to S2 , sec	No	0-60	0-60
Pre-transfer delay S2 to S1, sec	No	0-60	0-60
Post-transfer delay S2 to S1, sec	No	0-60	0-60
Elevator Pre-signal delay S1 to S2, sec	No	0-60	0-60
Elevator Post-signal delay S1 to S2, sec	No	0-60	0-60
Elevator Pre-signal delay S2 to S1, sec	No	0-60	0-60
Elevator Post-signal delay S2 to S1, sec	No	0-60	0-60
Load shed delay, sec	No	0-60	0-60
Source failure detections (continues on next page)			
No voltage	Yes	Yes	Yes
Undervoltage	Yes	Yes	Yes
Overvoltage	Yes	Yes	Yes
Phase missing	Yes	Yes	Yes
Voltage unbalance	Yes	Yes	Yes
Invalid frequency	Yes	Yes	Yes
Incorrect phase sequence	Yes	Yes	Yes

TruONE™ feature comparison







Feature comparison

	Level 2 controls	Level 3 controls	Level 4 controls
Features			
Controls	DIP + keys	LCD + keys	Touch + keys
LED indications for ATS, S1 and S2 status	Yes	Yes	Yes
Open transition - Standard digital inputs/outputs	0 / 1	1 / 1	2 / 1
Delayed transition - Standard digital inputs/outputs	1 / 1	2 / 1	3 / 1
Programmable digital inputs/outputs	No	Yes	Yes
Auto config (voltage, frequency, phase system)	Yes	Yes	Yes
Source priority	Source 1, No priority	Source 1/2, No priority	Source 1/2, No priority
Manual re-transfer	Yes	Yes	Yes
In-phase monitor (synchro check)	Yes	Yes	Yes
Genset exercising: on-load, off-load	Yes	Yes	Yes
In-built power meter module	No	No	Yes
Load shedding	No	Yes	Yes
Real time clock	No	Yes	Yes
Event log	No	Yes	Yes
Predictive maintenance	No	No	Yes
Voltage and current harmonics measuring	No	Voltage	Voltage, current
Field-mount accessories			
Auxiliary contacts for position indication	Yes	Yes	Yes
Digital input/output modules	No	Yes	Yes
12-24 Vdc aux supply module for controller	No	Yes	Yes
Communication modules	No	Yes	Yes
Connectivity			
Modbus RTU (RS-485)	No	Yes	Yes
Modbus/TCP	No	Yes	Yes
Profibus DP	No	Yes	Yes
ProfiNet	No	Yes	Yes
DeviceNet	No	Yes	Yes
Ethernet IP	No	Yes	Yes
Ekip Com Hub (monitoring via ABB Ability™: EDCS)	No	Yes	Yes
For applications			
Mains - Mains	Yes	Yes	Yes
Mains - Generator (minimum size 40kVA)	Yes	Yes	Yes
UL short circuit withstand ratings			
Fused withstand and closing rating (WCR)	Yes	Yes	Yes
Coordinated breaker WCR	Yes	Yes	Yes
Time-based WCR	No	No	Yes
Short-time ratings	No	No	Yes

Additional information
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abb.com/truone

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SXU900191B0201 20-07

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

Approving the Transfer of Measure S Fund Balance in the amount of $96,400.00 to the Communications System Capital Project account for purposes of amending the existing Professional Services Agreement with Walker Telecommunications, Inc. for the purchase and install of one (1) 40kw diesel generator and associated equipment for purposes of emergency communications systems resiliency

BACKGROUND

A. On December 15, 2020 City Council approved a contract with Walker Telecommunications, Inc. in the amount of $4,605,242.56 for the purchase and installation of a new radio and communications system serving public safety and emergency services.

B. During the installation of the communications equipment, it was noted that the existing generators at the Police Department location is undersized, and insufficient to deliver backup power sufficient to provide resiliency to the communications system during critical events.

C. Staff worked with Walker Telecommunications, Inc. to specify a diesel backup generator system sized adequately, and in compliance with NFPA and California Health Code to provide the needed resiliency.

D. The Department of Public Works is requesting the city appropriate funds from Measure S surplus to amend the existing Professional Services Agreement with Walker Telecommunications, Inc. for the purchase and installation of one (1) new 40kw generator and all associated equipment in the total amount of $96,400.00

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 $96,400 from Measure S Sales Tax General Fund to CIP project account 301-70021 as detailed below:
   Account Number: 301 70021
   Revenue: 36374: $96,400
   Expenses: 46110: $96,400

Passed & Adopted by the City of South Lake Tahoe City Council on May 3, 2022 by the following vote:

Yes:

No:

Absent:

Abstain:

_____ Date: _____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 12

Agenda Item: Professional Services Agreement with Neo Connect for Broadband Feasibility Study

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, a Broadband Feasibility Study and associated Infrastructure implementation. On February 1, 2002, the City Council provided comments on the draft Request for Proposals for the Broadband Feasibility Study and allocated funding for the study from American Rescue Plan Act funds. The Request for Proposals was issued and the staff is recommending Neo Connect to provide these services.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Neo Connect to prepare the Broadband Feasibility Study for $172,700, plus a 10% contingency, for a total amount not to exceed $189,970.
Responsible Staff Member: Anush Nejad, Director of Public Works

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

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

Attachments:

01-Staff_Report_Broadband_Services.docx
02 - Professional Services Agreement NEO Connect.docx
03 - NEO Proposal.pdf

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

Meeting Date: May 3, 2022

Title: Professional Services Agreement with Neo Connect for the Broadband Feasibility Study

Location: Citywide

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

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). 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, a Broadband Feasibility Study and associated Infrastructure implementation.

On February 1, 2022, the Council provided comments on the draft Request for Proposals for the Broadband Feasibility Study and approved Resolution 2022-019, allocating $200,000 for the study and $200,000 for future design and deployment purposes.

Issue and Discussion: Based on City Council's input, staff released a Request for Proposals (RFP) for professional services on February 2, 2022, through the Planet Bid. The RFP scope included the following major elements:

1. Technology and Trends Review
2. Policy Analysis
3. Service and Infrastructure Analysis
4. Needs Assessment and Outreach
5. Market Analysis
6. Site Analysis
7. Gap Analysis
8. Business Case Needs Assessment
9. Development of Business Model
10. Recommended Broadband Strategy
11. Project Identification and Master Plan
12. Draft and Final Reports

One thousand one hundred eighty-two (1,182) vendors were notified. Forty (40) firms registered as bidders and downloaded the RFP documents.

The Department of Public Works received electronic submittals on March 7, 2022. The city received four (4) proposals. *Table A* below lists the firms that submitted qualifications.

	Firm	Location
1	EntryPoint Networks	Salt Lake City, UT
2	Lit Communities	Birmingham, AL
3	Neo Connect	Glenwood Spring, CO
4	Tilson Technology Management	Portland, ME

Table A – Firms submitting Proposals

All submittals received were distributed to six (6) members of the evaluation team: Finance Department, City Manager, City Attorney, Information Technology, Public Works, and a member from El Dorado County. Each one of the team members independently evaluated, then numerically scored each proposal based on criteria outlined in the RFP. The scores of the evaluators were then added to achieve a cumulative score which provided the ranking.

Table B below lists the scoring/rank.

Rank	Firm	Cumulative Score
1	Neo Connect	547
2	Tilson Technology Management	520
3	Lit Communities	487
4	EntryPoint	298

Table B – Cumulative Score and Rank

Upon review and scoring of the proposal submitted by Neo Connect and subsequent discussion, staff has determined Neo Connect is capable and effectively understands the scope of work required to provide the services needed for the project as specified by the city. Per the RFP requirements, staff negotiated the final scope and fee (Attachment 02 – Final Proposal). *Table C* details the cost breakdown by Major Task.

	Task	Cost
1	Preliminary Research/Kick-Off Meeting	$4,200
2	Monthly Coordination Meetings	$4,900
3	Technology and Trends Review	$2,450
4	Policy and Regulatory Analysis	$2,800
5	Service and Infrastructure Analysis	$18,200
6	Needs Assessment and Outreach	$15,750
7	Market Analysis	$9,800
8	Site Analysis	$21,000
9	Gap Analysis	$2,100
10	Business Case Needs Assessment	$9,800
11	Development of Business Models	$11,900
12	Project Identification, Master Plan and Grant Application ($28,000)	$39,200
13	Draft and Final report	$16,800
	Direct Costs (Travel)	$13,800
	Total	**$172,700**

Table C –Cost Breakdown by Major Task

Financial Implications: The City Council allocated $200,000 to the Broadband Infrastructure study and the funds have been appropriated into the Capital Improvement account (301-60076-42020). Staff is recommending the approval of the Professional Services Agreement (PSA) with Neo Connect for $172,700, plus a 10% contingency, for a total of $189,970.

Environmental Considerations: The appropriation of funds for the projects mentioned above is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines (existing facilities).

Policy Implications: This project advances the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.1 (Broadband For All)** to connect the community via high-speed internet to serve the needs of local businesses, and residents, and attract remote workers to the Region. Develop a broadband infrastructure deployment plan that identifies fiber hubs, last-mile transit, relay points, and redundancy. The city should explore innovative broadband models and funding opportunities to implement projects

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 3rd day of May 2022 by and between the City of South Lake Tahoe, a municipal corporation ("City") and NEO Connect ("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 2 years.

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

$172,700 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
1740 D Street
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: Diane Kruse – NEO Connect
1318 Riverview Avenue
Glenwood Springs, CO 81602
(970) 309-3500
Diane@NEOconnect.us

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: NEO Connect:

By_____ By _____

Devin Middlebrook, Mayor Diane Kruse, CEO

Business License # _____

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

ATTEST:

By_____

Susan Blankenship, City Clerk

Attachments:

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

EXHIBIT A
SCOPE OF SERVICES

Scope of Work/Implementation and Work Plan

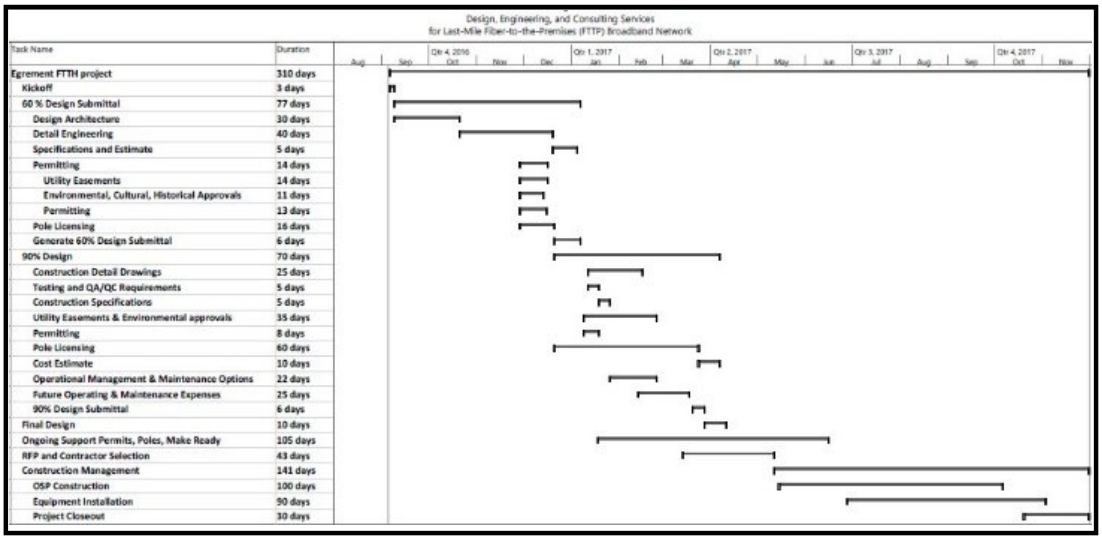
We are excited to work with the City of South Lake Tahoe to fulfill their vision of creating ubiquitous broadband throughout the community with a fiber network that will also provide the foundation for smart-city infrastructure. The study and planning phase are definitely the *most* important component of bringing this concept to reality. We feel that a phased approach to the Scope of Work would be most effective in aligning efforts with goals and objectives. We provide a detailed breakdown of our proposed phasing, schedule, tasks, deliverables, and milestones in the Work Plan below.

For administration of the project, we will manage the schedule, budget, resources and timeline using Microsoft Project. NEO's Diane Kruse will manage the overall project management and deliverables of this engagement. We base all project schedules using the Critical Path Method (CPM), breaking the project into several work tasks, entering them into a flow chart and then calculating the project duration based on estimated durations for each task.

The project schedule will be vetted internally and externally for resource allocation and work effort determination. Logs will be used to track ongoing issues and risks defined by the team members for resolution and/or mitigation. NEO manages its work utilizing formal project schedules. The overall project schedule will address all major tasks to be performed and the project's work flow.

We will have regularly scheduled project meetings to provide the progress, schedule, and budget reports. In addition to these meetings, we recommend weekly scheduled conference calls or meetings to discuss work progress and any issues as they arise. We believe a high level of communication and collaboration with your staff will ensure all people are informed of the project's progress.

We will consistently update and adjust the schedule to meet your implementation deadlines. The schedule will be adjusted on a weekly basis to reflect actual production and field conditions. Contingency and recovery plans will be developed and implemented as warranted to ensure on-time project completion. All decisions will include a project schedule impact analysis. To help manage and monitor the schedules, we utilize two regular status meetings – a weekly status meeting and a monthly project schedule meeting.



SAMPLE PROJECT SCHEDULE

1. Kick-Off Meeting. The Consultant shall arrange to meet, in person, with City staff to include various City Staff. The Consultant shall provide a list of all background information needed from the City staff.

   Before we meet for our kick-off meeting, our team will conduct preliminary research on the competitive landscape and existing services available within the project area. We will gather this information through resources available through the State of California and other national sources. Then, during the kick-off meeting, we will formulate the Project Management Plan and Project Schedule, with your team to further define the mission, values and goals of the project. In collaboration with your team, we will specifically identify the components and key milestones of each phase of the project. We will also identify and recommend key

   stakeholders and potential partners to participate in the process. We will map out and assign dates to all of the required meetings, workshops, and tasks necessary to complete the inventory and the plan document.

   Additionally, in this first meeting, we like to begin our collection of existing GIS data for the project area, and/or maps of any known existing fiber. We will need shape files or GIS data from the City of South Lake Tahoe, that identify parcel information, population or service addresses if available, existing fiber and City boundaries.

   After the kickoff meeting, NEO will present a Draft Project Management Plan and Schedule. With the Committee's input, the Draft Project Management Plan and Schedule will be finalized within fourteen working days. After your input, NEO will present a final Project Management Plan and Schedule. The format of the Project Management Plan and Schedule may be in MS Project or another format may be used after discussion at the kick-off meeting.

   Deliverable: Work Plan, timelines, list of contacts of shareholders and businesses, talking points and agendas for the meetings with stakeholders.
   Timeline: Weeks 1-2

2. Monthly Coordination Meetings. The Consultant shall arrange to meet on a monthly meeting, or as necessary, with the Project Team (combination of virtual meetings and in- person meetings) for coordination project requirements, review of project approach, gain consensus, and to update City staff. The Consultant shall keep notes of the meeting action items and keep track of the project progress. Notes and action items shall be submitted to the City within one week of the meeting.

   We shall prepare for and facilitate meetings and presentations based upon the requirements identified in the RFP. We will plan to meet monthly with the Project Team and City staff and are willing to meet more frequently if needed. We will provide notes and action items to the City within one week of the meeting.

   Deliverables: Meeting notes and action items Timeline: Ongoing

3. Technology and Trends Review. A review of current trends in telecommunications and technologies and the industries they support and what will be required to develop any forthcoming broadband network, and the predicted material lifespan to safeguard against obsolescence. Technology options should include emerging technologies such as Satellite Communication systems or other options.

   We understand there are advances in technologies that may be great options for broadband expansion. We will provide information available today on satellite, 5G and wireless options, as well as how South Lake Tahoe may benefit given the current trends in telecommunications and technologies. We will provide the pros and cons of each technology option, with consideration of the current funding programs' goals of providing a minimum of 100/20 Mbps in capacity.

   Deliverable: Review of Trends and Technology, Agreement from City's team on Technology focus Timeline: Weeks 3 - 4

4. Policy Analysis. A review of the current and forthcoming legislative and regulatory policy will also be performed to ensure that the proposed public network and service complies with and accounts for any statutes that govern how public broadband is regulated, both state and federal regulations.

   We will provide an overview of how public broadband is regulated, including both state and federal regulations and the potential impact to the City and the City's best options for implementation.

   Deliverable: Regulatory Review, identification of any regulatory obstacles Timeline: Weeks 3 - 4

5. Service and Infrastructure Analysis. Currently, the City does not have any agency- owned fiber optic transmission cables. Complete an analysis of the incumbent Internet Service Providers (ISPs) and existing broadband infrastructure within the City. Provide a clear picture of the state of broadband within the City and how any forthcoming network will fit into that landscape and should identify service models that could be utilized within the City. Conduct speed test analyses in different parts of the City to determine the current internet access speeds throughout the

City. All portions of the above mentioned shall include Geographic Information System (GIS) maps and associated data detailing the physical extent of fiber optic lines, service areas, incumbency, and level of service provided. Consultant shall build a comprehensive map in Esri ArcGIS Desktop, ArcGIS Pro, or ArcGIS Online that provides analysis of the City's broadband environment, including current availability, penetration, and usage of broadband services, service territories, backhaul routes, capacity, providers, and other relevant information for the project.

NEO's team will collect independent data and information to assess the existing broadband infrastructure, current providers and services offered within the City. Our team will identify and map existing assets into a GIS system and will provide at a parcel-level, the types of services that are available.

We can identify existing fiber routes by researching industry databases. This information, along with existing utility poles, can be further verified by meeting with the utility and service providers in the area. The larger providers such as the incumbent cable and telephone companies, usually will not share maps of their existing fiber routes, however, other entities that lease fiber often will provide this information. We will map whatever resources are available and will assess the capacity, availability and costs to leverage these assets.

We will include speed test gathering in our survey and outreach activities and will map the results. NEO and eX² use ESRI as its design software and therefore, we are already intimately familiar with ESRI mapping software. The deliverable for this task will be a comprehensive inventory and assessment of broadband infrastructure in the City.

Deliverable: Broadband maps and fiber asset maps
Timeline: Weeks 4 - 12

6. Needs Assessment and Outreach. a needs assessment for larger-scale use of broadband for area businesses. / manufacturing industries, and other anchor economic development institutions. Receive and take into consideration stakeholder concerns and input and ensure the needs of the business community are known and met. This will be facilitated using Online surveys, community anchor interviews, enterprise business interviews, and small and medium business interviews. The information gleaned from this outreach effort will then be considered alongside a review of broadband improvement efforts that have already occurred regionally. Engagement process shall educate and define a communication and outreach strategy to include the following:
    a. Develop a Community Engagement Plan: Prepare a comprehensive community engagement plan to capture the current and future needs of the Community. The engagement plan will

    include education and background information for community members, as well as online resources.
    b. Support community discussion and document:
        i. Community's desire for broadband service.
        ii. Willingness to pay, and at what price, for high-speed broadband service;and
        iii. Citizens' view on the role that the municipal government should be taken into account in providing broadband service.
    c. The Proposal must clearly define their stakeholder evaluation process, including their

recommended participant level, to reach statistically reliable results.

d. Council Presentations and Workshops. The Consultant shall conduct at least two presentations or workshops with the City Council to receive input and provide information to the City Council.

Our team will develop a Community Engagement Plan to meet with and provide outreach and survey activities with key stakeholders, local businesses, internet service providers, organizations, healthcare, education and government entities, as well as with the residential members of the community. The Community Engagement Plan will include preparing background information on the City's efforts underway and talking points about the importance of broadband (why this effort is underway) and a few of the options that the City is considering.

This information can be posted on the City's website to inform the public of the planning process and potential outcomes of the process. The Community Engagement Plan will also provide a link to conduct speed tests and a link to the online surveys or information on how to obtain a survey. In order to obtain a statistically valid survey, we aim to achieve a 95% confidence factor with a +-5% margin of error, based upon the number of housing units or business units in the City.

The Community Engagement Plan will also list the various stakeholders relevant to this process and will provide a plan for connection or engagement with the numerous entities. We suggest establishing baseline information on the current environments, assets, providers and service offerings prior to beginning the community engagement process. This information can be communicated to the public and provide a foundation from which to build upon.

We will put together agendas for all stakeholder meetings and lead the discussion to identify current and future needs. These meetings will also allow the public to engage in the planning process and to inform the stakeholders and constituents of the potential outcomes. We ask that the committee members assist in the logistics and coordination of the meetings, helping identify who within the various organizations should attend these meetings and in public outreach advertising for the meeting dates and times. For budgeting purposes, we have set aside (4) days of meetings for this task. We can amend this line item based upon the mutually-agreed upon number of meetings and dates.

We have been extremely successful with a number of our clients in identifying potential partners and to put together collaboration efforts to further expand connectivity. As an example, Caltrans is working to improve their traffic management and safety system and are preparing to ready themselves for autonomous vehicles and self-driving cars and trucks. Utilities – water, sewer, electric and telecommunication companies are looking to connect their substations and SCADA systems with fiber for power and utility management. Cell phone companies are needing to further deploy 5G technology and small cell sites with fiber. Public safety and first responders are most likely also driving the need for more fiber connectivity. The hospitals, schools, libraries, kiosks for economic development and events – all may need better connectivity and more locations connected. The County of El Dorado has been very active in improving broadband services and has expressed working with the City to leverage funding programs. All of these key stakeholders are good prospects for partnerships to reduce the overall capital costs of construction and to facilitate further expansion of fiber. Our team's ability to establish partnerships truly sets us apart from other consulting firms.

We will plan to meet with City Council to discuss our key findings and to receive feedback and input and to provide information.

Deliverable: Surveys, Communication Engagement Plan, Marketing pieces for website (to be provided Week 3), then kick off of the Survey and Engagement Process with a report summarizing findings
Timeline: Weeks 3 - 12

7. Market Analysis. Complete a market analysis to serve as the basis for determining penetration and adoption rates, foreseeable competition, and sensible pricing for services provided. Provide a recommendation on whether the City should implement and operate (as applicable) the distinct services of City-provided/initiated Gigabit broadband and Fiber to the Premises (FTTP) based on a comprehensive cost-benefit analysis and study findings. Identify existing broadband and telecommunication options and costs across the Community, particularly those users identified in the Business Case Needs Assessment.

   Profile the Community and provide an assessment of the telecommunications environment detailing the types of services, pricing, availability, and limitations. Identify potential areas for partnership with other broadband services, such as 395 Broadband, El Dorado County, Caltrans (US 50 Corridor), Stateline, State of NV, and provide assistance to the city in creating a dialogue with these agencies and providers. The Consultant should perform a detailed SWOT analysis and include an analysis diagram.

   The market analysis will pull together the current assessment with the various options available to the City for implementation. We will assemble capital cost estimates for implementing a Fiber to the Premise network after agreement on the major assumptions (i.e. use of aerial vs. underground construction, the pros and cons of each methodology, sound take rate projections based upon need and the competitive environment, rock adder assumptions, etc.). Sources for cost estimates will include pulling information on labor and material unit pricing based upon the hundreds of projects we have managed for fiber construction as well as sourcing local contractors for unit pricing and assumption verification

   We will establish revenue expectations based upon take rate assumptions, timing and implementation of the network, and sensible pricing for services based upon the demographics of the City and input from the survey and community engagement process. We will build financial models based upon various operating strategies and will provide the results of this analysis.

   We will identify the various possible partnerships and will provide a financial analysis of these partnerships. We have established relationships with many of the key potential partners in the region and therefore, this will help the City in these discussions.

   Deliverable: Findings on Market Analysis, Partnership Possibilities and SWOT Analysis
   Timeline: Weeks 12 - 15

8. Site Analysis. Citywide site analysis to discover whether existing public assets and/or land can be used to facilitate network construction and operation better.

   Our engineering team will conduct an on-site analysis to discover whether existing public assets

and/or land can be used to facilitate network construction and operations. We anticipate being on site for a week to identify the public assets and to walk/ride-out the various fiber routes. While on-site, we will assess the condition of existing utility poles to determine potential make ready expenses of aerial construction and will test the rock conditions throughout the City to establish costs for underground construction. During this week, we will also meet with the various permitting agencies to identify any potential lapses in construction timelines due to bridge or railroad crossings, pole attachment processes or underground construction in the public right of ways. In order to be most effective, we ask the City and County to provide a list of public assets and/or land addresses, contact information, if appropriate, at these facilities. We also ask the City to assist in setting up meetings with permitting agencies if existing relationships are in place. If existing pole data can be provided in a GIS format ahead of our site ride-outs, this too, would be extremely beneficial to the process.

Deliverable: Site Analysis Report, Rock Conditions, Permitting, maps of key routes with aerial and underground construction recommendations
Timeline: Weeks 4 - 6

9. Perform a Gap Analysis of the Current Broadband Environment. Evaluate the current environment against the current and future needs of the City, including all stakeholders defined in the Project. Determine what economic and Community impact broadband issues for the Community, including disadvantaged communities. The Gap analysis should include an evaluation of key issues limiting broadband expansion.

   From our site surveys and ride-out and our community engagement process, we will identify gaps in the current broadband environment and potential issues that may limit broadband expansion.

   Deliverable: Gap analysis and limiting key issues
   Timeline: Weeks 6 – 12

10. Conduct Business Case Needs Assessment. Gather, evaluate, and analyze information on broadband- dependent Next Generation high-speed needs from users within the potential service areas (i.e., residents, businesses, City, county, healthcare, hospitality, public safety, and educational institutions) via industry-accepted evaluation methods. The needs assessment should include the current and future needs of these users. Develop a GIS-based demand planning tool (using Esri ArcGIS Desktop, ArcGIS Pro, or ArcGIS Online platform) that identifies customer segments across the Community and estimates demand for services. This tool should identify the physical locations of all customers across multiple segments and identify the potential volume and demand that may be utilized to forecast the priority of building into different areas of the City in consideration of broadband needs.

    From here, a business case needs assessment can be developed with various GIS-based phases of implementation based upon need, funding sources and household densities. We will provide a sound recommendation of phasing to address the vulnerable and unserved segments of the community, coupled with strategies to improve upon the adoption of broadband and the impact to the financial model.

    Deliverable: Business Case Needs Assessment, Phasing, Finalized Capital Cost Estimates Timeline: Weeks 12 - 16

11. Development of Business Models. Develop a market-driven demand planning tool (including the physical location of users and their demand) and evaluate viable business models for the City to consider in implementing a fiber network either independently or through partnerships. Business models must be based on sound and reasonable business cases that can be demonstrated quantitatively through the development of a comprehensive financial model. Business models must also be tied back to market assessment data to determine key metrics. Present the various business models to the project team and the potential benefits and risks to the City. Business models must also provide at a minimum but not limited to the detailed information as outlined below.

    - Capital investment required (amount, timeframe, responsible party, etc.)
    - Additional assets required (alignment with asset inventory)
    - Potential services and partners (aligned with assessment and identifying strategic impact and cash flows)
    - Operations and maintenance (amount, timeframe, responsible party, etc.)
    - Repair
    - Customer Service
    - Installation
    - Selling, General, & Administrative costs (personnel, professional services, supplies, etc.)
    - Financials (Net Income, Balance Sheet, & Cash Flow) over ten years
    - Due diligence on revenue and uptake rates
    - Forecasts for future utilization
    - Competition impact (risk)
    - In-depth cost analysis and leverage opportunities
    - ROI, breakeven, and NPV analysis
    - Opportunity cost analysis
    - Opportunities for Grant Funding, including EDA and NTIA

    The City is interested in business models that are developed using reasonable or conservative assumptions and are prepared by companies that have proven financial planning experience with broadband fiber networks. The resulting financial analysis model created by the Consultant will become the property of the City and should be structured so it can be used for future "what if" scenarios. Any considerations for cybersecurity should be identified for each model.

    We will develop and evaluate viable revenue and business models for the Committee to consider in expanding its Gigabit broadband services either independently or through partnerships. The business models will be based on sound and reasonable business cases that can be demonstrated quantitatively through the development of a comprehensive financial model. The business models will be tied back to market assessment data to determine uptake, ARPU, churn, and other key metrics. We will present the various business models to the project team, the various stakeholders and the potential benefits and risks of all possible options. This may include a number of revenue strategies including, but not limited to, monthly conduit and/or dark fiber leases, Indefeasible Rights of Use for fiber strands and/or conduit, collocation space, and lit service offerings (i.e. wholesale models) and various forms of retails models with revenue assumptions based upon service pricing, take rate and phasing.

The business models will provide at a minimum, but not limited to, the detailed information as outlined within the requirements of the RFP.

With input from all information gathered, we will identify potential network risks and alternatives to mitigate these risks, correct issues and establish redundancy. Our team will develop several network conceptual designs and footprints as well as the projected capital costs for further upgrades and risk mitigation. This will include pulling in various network design and construction techniques that may be used to lower the overall capital costs of construction. We will provide a write-up of the risks and recommendation and priorities, along with capital cost estimates.

NEO's team will provide detailed financial models for the various approaches described above and will strive to align these with the priorities of the Committee. The provided business and financial models will include capital investment required, potential services and partners, the operations and maintenance costs of execution of the plans and salary projections based upon need personnel, professional services, outsourcing, and operational needs and all of the identified areas addressed in the RFP. Our financial models also address sustainability and financial ratios that investment firms will use to access whether or not the project plan is a good investment, mitigating risks of debt coverage and operational execution. Our financial models provide flexibility to easily input various assumptions, variables and what-if scenarios. We will not evaluate a single option, but rather, will provide a number of various approaches and their financial outcomes.

NEO's team will identify a number of potential possible partners during it asset identification and during its outreach activities. Plus, there are a number of partners that have similar interests in community vitality and connectivity. These "usual suspects" include Caltrans, the power companies, internet service providers, middle- mile providers, local governments and others. We will address how and if a potential public/private partnership would be of benefit for the City of South Lake Tahoe and we will address how the City would move forward with such a program.

Deliverables: Business Models, Write-up of Options and Financial Impact
Report Timeline: Weeks 16 – 20

12. Recommendationon Broadband Strategy. Based on the Consultant's analysis and feedback from the City and elected officials, stakeholders, prepare a broadband strategy for the City of Tahoe that creates the greatest opportunity to implement a network that is capable of meeting current and long-term community needs. The strategy should include recommended approaches to broadband implementation. Each recommended approach should include customer billing alternatives that meet all federal, state, and local requirements.

We will identify a number of strategies and paths to pursue, including several models to consider, with various operating models and considerations for public-private partnerships, alignment of funding and future planning activities to implement the Broadband Roadmap.

Deliverables: Recommendation on Broadband Strategy Presentation
Timeline: Weeks 20 - 21

13. Project Identification/Master Plan. A set of initial projects for the City to embark upon be the creation of the fiber optic/broadband network. Projects will consider all the information gathered so far concerning the existing fiber-optic infrastructure, any gaps in the same, and the overall landscape of broadband in the City. The result of which is a comprehensive determination of how these projects may be deployed, financed, and sustained. The final product will include a GIS-based mapping of the current, proposed, and phased implementation of the broadband system. With implementation approaches, the Consultant should recommend the network phasing and routing and identify possible funding opportunities for each of the options identified. This will include design standards, such as type and method of conduit installation, including innovative approaches, such as micro trenching and directional drilling to meet the City's Dig-Once Policy. Broadband Policy Development Guidelines shall be prepared and submitted to the City for adoption. The Consultant shall also identify various state and federal funding grants for the project implementation and complete at least two (2) grant applications for City to submit to relevant granting agencies.

As discussed above, we will recommend initial projects, phasing and timing for the City's consideration. There are a number of funding options available in response to the pandemic in addition to the traditional funding sources available for broadband expansion. We will outline the potential funding sources for State/Federal dollar broadband deployment investment for use by a public entity and for private investment. We will align this funding will eligibility and the overall roadmap for implementation. The grant programs vary in complexity and requirements. We have provided a range of costs for completion of at least two (2) grant applications as the time required to complete varies greatly depending upon which programs are targeted. In general, the State programs require less time and are more easily obtained than the traditional federal programs. We will keep an eye out for requirements, timelines and likelihood of successful funding and will communicate this with the City to determine which programs may be the most fruitful.

Our team will also provide recommendations regarding governance, policies, ordinances and potential outcomes of implementing these recommendations. This will include assessing the current policies in place within the City. Our recommended policies will be coupled with examples of standard policy language that has been adopted by other cities. Potential topic areas for policies, procedures and standards may include shadow conduit, abandoned conduit/fiber policies, a review of the City's current Dig Once policies, and land use policies for new developments, specifications for new developments, dark fiber leases, conduit subleases, recommendations and best practices for conduit subleasing and fiber leasing, Indefeasible Rights of Use, collocation space, Smart City applications, cellular networks, 5G and small cell site development and infrastructure, joint builds, joint trenching, one-touch make ready policies and collaboration with other utility owners and infrastructure owners.

We will also discuss with you the potential areas of push-back from current service providers and utility companies with adoption of these policies and how to best mitigate these concerns. When implementing policies and ordinances, we have had success in mitigating risks with utility owners by conducting meetings with these entities to discuss potential policy recommendations and to address areas of potential push-back. For example, while working with the City of Arvada, our team and the Arvada City staff met with Xcel Energy, CenturyLink and Comcast to discuss potential policies for shadow conduit. Concerns of delays for permitting and additional costs were addressed with these entities prior to the hearing of the policy from City Council. These meetings were beneficial to the process as concerns were addressed well ahead of the City Council meeting

to adopt these policies. Additionally, with Comcast, further collaboration was discussed to lower the overall capital costs for both the City of Arvada and Comcast, allowing further fiber construction to take place for both entities.

Deliverables: Master Plan, phasing, models, recommendations of policies and improvements
Timeline: Weeks 22 - 24

14. Draft and Final Reports. Consultant shall prepare a Draft and Final Reports, based onCity input, which will equip the City with the impetus and tools necessary to proceed with more concrete and actionable steps toward the implementation of the broadband network.

We will prepare a draft version of the Executive Summary and Final Plan document that shall incorporate and include the data and analysis from the technical memorandums and other documentation derived from work performed for all of the Tasks, final recommendations and implementation roadmap. We will provide maps and any specific location data prepared for the Plan in a GIS compatible format so that construction can be coordinated with other City or County infrastructure projects. The Plan will address all areas specified in the RFP.

Based on NEO's analysis in steps listed above and feedback from the Committee, we will prepare a Broadband Feasibility Study that creates the greatest opportunity to implement a network that is capable of meeting current and long-term community needs.

We will provide a number of plans that are executable and specific to the City's needs. Our team will provide a comprehensive presentation of the possible organizational and ownership structure for proposed broadband expansion. This information will not be a "boilerplate" presentation, but rather, will address the specific information gathered during research and planning, and the engagement process with the key stakeholders. Additionally, our research of existing asset holders and their willingness to partner with the project will inform our planning and design strategies. We will also provide information regarding what is possible in terms of organization and network operations, as well as the pros/cons of each option under consideration. We will compare the relative pros and cons of the various approaches to make clear the relative benefits and drawbacks of each.

During our engagement with the Committee members and with City of South Lake Tahoe, we will identify opportunities for collaboration, joint builds, grants, etc. that will influence the prioritization of the project/needs. We will provide numerous options for consideration including strategic partnerships, specific targeted investments, financing and contracting models and Public-Private partnerships, if appropriate. We will provide options regarding the level of investment and the financial implications of each approach. The report will include of all issues and discussion of pros and cons of various approaches. We will provide a Draft Broadband Roadmap and an Executive Summary plus all of the associated deliverables for input from the Committee. We will document input from Committee and incorporate the feedback into a final draft of the report.

Deliverables: Draft and Final Reports
Timeline: Weeks 24 – 28

Project Schedule

Below is a projected overview of the timeline for the project. This timeline can be modified based upon the Committee's needs. Based upon the City and the Committee's needs, NEO will develop a Gantt chart with the project schedule. In regards to providing dates for various meetings, these dates will be nailed down during the kick-off meeting with the committee and a more detailed Gantt Chart will be provided upon award of the contract to NEO.

Project Team

NEO's Diane Kruse will be the primary lead person for all work on the plan, and for all of the associated deliverables of this project and will be the primary person conducting meetings with stakeholders. Chad Renfro will lead the design, engineering and capital cost estimates.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

Task	Estimated Hours	# of People	Total Estimated Hours	Hourly Rate	Total	Notes
1. Preliminary Research, Kick-off meeting						
Kick off preparation and meeting	4	2	8	$ 175	$ 1,400	
Preliminary research, compile existing studies, research stakeholders, preparation of timeline and project schedule	8	2	16	$ 175	$ 2,800	
2. Monthly Coordination Meetings, planning, preparation, participation and reports	28	1	28	$ 175	$ 4,900	
3. Technology and Trends Review	10	1	10	$ 175	$ 1,750	
Project team meetings and findings	4	1	4	$ 175	$ 700	
4. Policy and Regulatory Analysis and report	12	1	12	$ 175	$ 2,100	
Project team meetings and findings	4	1	4	$ 175	$ 700	
5. Service and Infrastructure Analysis						
Parcel mappings	8	2	16	$ 175	$ 2,800	
GIS research and mapping of broadband availability	16	2	32	$ 175	$ 5,600	
Research of service providers and service options	24	1	24	$ 175	$ 4,200	
Asset identification and mapping	24	1	24	$ 175	$ 4,200	
Project team meetings and findings	8	1	8	$ 175	$ 1,400	
6. Needs Assessment and Outreach						
Community Engagement Plan development	10	1	10	$ 175	$ 1,750	
Marketing, talking points, survey development	4	1	4	$ 175	$ 700	
Community Outreach Meetings	40	1	40	$ 175	$ 7,000	Assumed 4 days of meetings
Survey data and reports	20	1	20	$ 175	$ 3,500	
Project team meetings and findings	16	1	16	$ 175	$ 2,800	
7. Market Analysis and report						
Partnership identification	40	1	40	$ 175	$ 7,000	
SWOT Analysis	8	1	8	$ 175	$ 1,400	
Project team meetings and findings	8	1	8	$ 175	$ 1,400	

Task	Estimated Hours	# of People	Total Estimated Hours	Hourly Rate	Total	Notes
8. Site Analysis, preparation and participation	48	2	96	$ 175	$ 16,800	Assumed 5 days on site
Project team meetings and findings	8	3	24	$ 175	$ 4,200	
9. Gap analysis and limiting key issues	8	1	8	$ 175	$ 1,400	
Project team meetings and findings	4	1	4	$ 175	$ 700	
10. Business case needs assessment	8	1	8	$ 175	$ 1,400	
Finalized Capital Cost Estimates and Phasing recommendations	40	1	40	$ 175	$ 7,000	
Project team meetings and findings	8	1	8	$ 175	$ 1,400	
11. Development of Business Models						
Financial Analysis, Funding Alternatives, risk, timing and service quality	60	1	60	$ 175	$ 10,500	
Project team meetings and findings	8	1	8	$ 175	$ 1,400	
12. Project Identification/Master Plan						
Identification of grants and strategy, projects and master plan	40	1	40	$ 175	$ 7,000	
Grant application assistance	160	1	160	$ 175	$ 28,000	
Project team meetings and findings	24	1	24	$ 175	$ 4,200	
13. Draft and Final Reports	80	1	80	$ 175	$ 14,000	
Project team meetings and findings	16	1	16	$ 175	$ 2,800	
Sub-Total					**$ 158,900**	
Travel Budget	**Days on Site**	# of People	Airfare ($400)	Hotel, Meals ($300/ day)	**Total**	
Community Outreach Meetings	4	1	400	$ 1,200	$ 1,600	
Site Analysis	5	2	800	$ 3,000	$ 3,800	
Key stakeholder meetings, City Council meetings (assumes 3 trips)	6	2	4800	$ 3,600	$ 8,400	
		Estimated Total			**$ 13,800**	
Total					**$ 172,700**	

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.

NEO Connect:
Diane Kruse, CEO

By:_____

NEO's Response to City of South Lake Tahoe's
RFP for the Broadband Feasibility Study

Contact and Preparer of Document:
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March 7, 2022

In response to:
City of South Lake Tahoe's Request for Proposal (RFP) for
Broadband Feasibility Study
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Dear Members of the Evaluation Committee

NEO Connect (NEO) is pleased to respond to the City of South Lake Tahoe's Request for Proposal for the Broadband Feasibility Study. NEO is a national leader in providing consulting services for all of the areas involved in planning for and implementing advanced wireless, fiber, broadband, Middle-Mile and FTTP (Fiber to the Home/Premise/Premise) networks.

We are a privately-held, woman-owned business and we are one of only a handful of companies in the industry that has real-world experience in all areas of the industry. From planning, community engagement, and design/engineering to business modeling, financing, and also in owning and operating fiber optic, wireless, and FTTP networks. As the Lead Consultant for this project, I bring the experience of owning and operating four successful telecommunications companies, and have been in the telecommunications consulting business for over thirty years; the last fifteen as the CEO and owner of a leading national FTTP company. This is the real-world experience that truly sets NEO Connect apart.

We fully understand the services to be performed under this Request for Proposal and can commit to providing all of the services specified. We will adhere to the provisions described in this RFP, as well as commit to enter into a binding agreement with the City of South Lake Tahoe. This submitted RFP response will remain valid for one hundred twenty (120) days following the closing date for the receipt of proposals. Thank you for your consideration to have NEO Connect create the Broadband Feasibility Study for the City of South Lake Tahoe. I will be the primary contact person for the project, and as the CEO of NEO Connect, I am authorized to make representations for the company.

I look forward to working with you.

Diane Kruse

Diane Kruse, CEO - NEO Connect
1318 Riverview Avenue, Glenwood Springs, CO 81602
Phone: 970-309-3500
Federal ID #: 27-2108963
Diane@NEOconnect.us

Executive Summary

NEO is one of a handful of companies in the industry that has first-hand experience in planning, community engagement, design/engineering, business modeling, financing, owning, and operating fiber optic, wireless and Fiber to the Premise (FTTP) networks. NEO is keenly interested in this project as the Scope of Work aligns with exactly what we do. We provide community broadband planning services for local governments that want to improve the lives and economic opportunities of their constituents.

NEO's core competences include strategic and financial planning, design and engineering services, Gigabit planning services, project management and construction oversight. We have extensive experience in conducting all the distinct types of work required to implement the scope needed for this RFP. We fully understand the requirements of the RFP, the nature of the work and the level of effort necessary to successfully provide the defined services because we have provided feasibility studies and consulting services for more than 200 broadband planning and implementation projects across the United States, Canada and the U.S. Virgin Islands.

NEO and eX² have provided feasibility studies and planning efforts for the following entities; many of which include regional councils of governments, economic development councils, local municipalities and counties and school districts. Below is a sampling of our team members clients.

- Jeffco Schools
- City of Arvada
- City of Westminster
- Region 10
- City of Grand Junction
- Town of Estes Park
- El Dorado County, CA
- Central Sierra region, CA
- Garfield County, CO
- Southwest Colorado Council of Governments, CO
- Iron Range Communities, MN
- Stearns County, MN
- UC2B, Illinois
- Teller County, CO
- Routt County, CO
- Town of Mount Washington, MA
- Chattanooga EPB
- City of Nashville
- Iowa DOT
- Michigan DOT
- City of Batavia, IL Rural Nebraska Healthcare Network
- KGP
- City of Highland Park. IL
- Arizona Hospital and Healthcare Association
- ExteNet
- Chicago Transit Authority
- City of Ottumwa, IA
- Ammon, ID
- E-470 Public Highway Authority
- Colorado Springs School District #11
- Five Colleges Net
- Mid-Atlantic Broadband Cooperative
- Illinois Rural Health Net
- MassBroadband 123
- Iowa Communications Network
- State of Connecticut
- Colorado DOT RoadX
- Boulder Valley School District
- Mass Technology Collaborative
- Ports of Oakland, Los Angeles, Long Beach, Corpus Christi, Baltimore, Miami, USVI Port Authority, Houston
- Sho Me Technologies, MO
- San Miguel County, CO
- U.S. Virgin Islands NGN
- Moffat County, CO
- State of Tennessee
- State of Colorado
- Atlanta BeltLine, Inc.
- Verizon
- Delta Montrose Electric Association

- Blue Ridge Internetworks
- Ting/Tucows
- Google Fiber
- State of Tennessee
- Gilpin County
- Clear Creek County
- Cedar Networks
- Pitkin County
- City of Durango
- Hagerstown Fiber
- Point Broadband

We agree with your intention and consideration of having a modern digital infrastructure in place. We too, consider broadband, smart city and digital infrastructure to be a critical component of a competitive city of the future, and we are aligned with your desire to ensure the City of South Lake Tahoe is well positioned to meet the current and future needs of its residents, businesses and anchor institutions.

Company History, Background, and Experience

NEO Fiber, Inc., doing business as NEO Connect, is a Colorado-based firm that was formed in 2010, and has offices in Denver and Glenwood Springs, Colorado. We are a privately-held, woman-owned business with less than twenty employees.

NEO's founder and CEO, Diane Kruse has served as Chairman of the Fiber Broadband Association, a national industry organization that provides advocacy, education and resources to companies, organizations and communities who want to deploy the best networks through Fiber to the Premise networks. Kruse also served as Masters of Ceremonies and one of the Chairman of the Broadband Communities' Summit, another broadband advocacy organization helping to shape the national conversation regarding improving broadband services.

Throughout our twelve-year history, we have worked with hundreds of local governments on broadband planning services. NEO has the capacity to undertake the project/services for the City of South Lake Tahoe and can conform to the requirements of the RFP. Bios of our key team members are provided and a description of our team is provided below. If awarded, we can assemble one-page resumes of all of our team members.

Our engineering partner, eX² Technology, focuses on the design and construction of fiber optic and FTTP networks. eX² is headquartered in Omaha, NE and maintains local sales, engineering and operations offices in Denver, CO Chicago, IL and Atlanta, GA. eX² is a single-source solution for those seeking to build, scale or upgrade their communications infrastructure. It provides smart community, critical infrastructure, intelligent transportation and private network solutions and services with greater efficiency, less cost and a streamlined acquisition process. eX² specializes in network design-build-maintain services, network asset commercialization and project financing assistance for communities, public and private agencies, broadband consortiums, utilities and carriers. More information can be found at www.eX²technology.com.

For more than 25 years, eX² Technology management team members have worked together designing, building, commercializing and maintaining healthcare, energy and intelligent transportation, broadband networks throughout the US. Through their combined efforts, eX² team members have designed and built more than 2M+ fiber miles and accumulated $340M+ in duct and dark fiber sales. NEO and eX²'s engineering team have worked together for more than 18 years.

NEO will be the Prime Contractor for this engagement and eX² is a subcontractor to NEO.

Our Experience

To highlight some of our experience, in California, we have recently completed a Broadband Plan and Feasibility Study for El Dorado County. We completed the needs assessment, policy recommendations, inventory of existing assets, mapping of CIP, paving and potential projects, including both middle mile and last mile considerations. Our plan included a comprehensive phasing, funding and sustainability plan. We provided a number of options for consideration and are now working with the County in development of pilot projects, partnership, and funding alternatives. Since the last proposal revision, we have applied for several pilot projects through the EDA Public Works Program to build middle-mile infrastructure to some of their most unserved areas. The County has received a conditional grant award for three project areas - Cool, Garden Valley and parts of Georgetown. We are working with El Dorado County to replicate this success in applying for further grants targeting the South Lake Tahoe area. With this work, we have established relationships with many of the key stakeholders in the region, including the Tahoe Prosperity Center, Placer County, the Sierra Business Council, Tahoe Transportation, Douglas NV County, Washoe County, Caltrans, and the NV Department of Transportation.

Another recent project in California is our work with the Central Sierra five counties of Alpine, Amador, Calaveras, Mariposa and Tuolumne County. NEO's team is completing their Broadband Roadmap to implement middle mile fiber and last mile fiber through partnerships with the State of California, Caltrans and the existing service providers in region. These projects and our experience working in the region will be a tremendous benefit to South Lake Tahoe as it embarks upon the study to improve broadband services. Our team is already familiar with the community and many of its key stakeholders, as well as our familiarity with many of the City's potential partners to make broadband improvements a reality.

NEO completed the State of Tennessee's strategic broadband plan, assisting the State in developing policies, strategies and funding mechanisms to improve services throughout many of its economically distressed counties. In Mississippi, we have developed, built and operated one of the first FTTP projects in the state. That project expanded from a single master planned community to working with nine large municipalities to bring Gigabit services to all of their constituents. In recent years, we have worked on broadband projects in Florida, Utah, the Virgin Islands, Michigan, Minnesota, Kansas, Mississippi, Illinois, and Arizona.

We recently completed two broadband feasibility studies for the Iron Range Communities in St. Louis County, MN and a feasibility study and Request to Negotiate process for Stearns County, MN to seek service provider partners to leverage ARPA monies, Border-to-Border grants and to build out to most of the County with Gigabit services.

NEO has become a leader in municipal broadband planning in the State of Colorado. We have provided planning, evaluation, management, and/or implementation services for thirty-five (35) of the state's sixty-four (64) counties, and for forty-nine (49) cities and towns statewide. The vast majority of these projects have been rural, grant-funded efforts aimed at enabling economic development, educational opportunities, public safety, government accessibility, and lowering costs and improving services for all.

NEO is currently working with Region 10, League for Economic Assistance and Planning (LEAP) on its broadband planning and implementation efforts. During the past five years, we have written its Regional Broadband Plan and are now directing implementation efforts across its six-county, rural membership area. This work has included collaboration with the Telluride Foundation, municipalities of Telluride, Montrose, Gunnison, Ouray, Ridgway, Delta, Olathe, and neighboring communities, six counties, Delta Montrose Electric Association, TriState Power, and many of the regional service providers. Our work in collaboration reduced Region 10's capital costs to build a regional network from $50-75 Million down to $17 Million. Then, Region 10 was awarded grants through DOLA and the Economic Development Administration, covering $14 Million of the $17 Million capital

costs, bringing the outlay to $3 Million. In addition to the work supporting a middle mile network, NEO is also working with Delta Montrose Electric Association (DMEA) to provide last mile, Fiber to the Premise implementation through the Region 10 footprint. NEO is assisting DMEA on managing its grant applications with the State of Colorado's Broadband Deployment Board and High-Cost Support Mechanism grant. NEO has written several winning grant applications for DMEA and is now managing the grant implementation and compliance issues of DMEA's grant awards.

We have recently implemented a smart-city, broadband enabled program for the Atlanta Beltline project, the City of Herndon, and Highland Park. We are also currently working with the City of Aurora, Illinois on monetizing their existing fiber network.

While we are proud of our local roots and the positive change that we have affected across Colorado, NEO continues to work nationally to improve broadband services.

A Few Highlighted Projects

Below is a sampling of projects that are similar in scope and nature to those services being sought by City of South Lake Tahoe's RFP that demonstrate our experience and competence in the broadband field. We have detailed regional, county, and municipal-level projects, that are either underway or completed in the last three years, as evidence of our ability to provide the requested services. This sampling demonstrates our abilities in broadband planning for rural and remote areas, as well as providing specific planning for counties and municipalities located within the same study area.

The Town of Estes Park

This project was financed with the assistance of an Economic Development Authority (EDA) grant for broadband planning and preliminary design and engineering services.

NEO's Scope of Work. NEO completed a business plan and feasibility analysis for fiber optics, and a FTTP network for the Town of Estes Park. Our scope of work included community engagement and meetings with the key business leaders and existing service providers and infrastructure owners within the region. We have conducted a preliminary design and engineering plan with estimated capital costs for many business models for consideration.

Services Provided:

- Stakeholder and Community Engagement Meetings
- White paper on Benefits of Community Advanced Broadband Networks
- Mapping of existing assets
- Network Planning and Route Development
- Ownership models, service delivery models
- Business and financial planning, public-private partnerships
- Sensitivity analysis

The Result. The plan provided a go-forward strategy for implementing FTTP with proposed phases and funding sources. The plan provided a recurring revenue, sustainable approach and strategy for leveraging existing assets and implementation of the FTTP project. The Town is implementing their FTTP network now and is providing Gigabit services to its constituents.

The City of Grand Junction

The City of Grand Junction, along with the Downtown Development Authority, hired NEO to conduct design, engineering and capital costs, strategic planning and negotiations and business planning consulting service for a ubiquitous, Gigabit-enabled fiber network for the City.

NEO's Scope of Work: NEO provided design, engineering, capital costs projections, survey work, community engagement, anchor institution meetings, strategic planning and negotiations for the City to engage with the private sector on a public private partnership.

The Result. The City is soon to enter into negotiations with a company for a public private partnership to provide ubiquitous, Gigabit enabled fiber network services to the entire City.

The City of Arvada

The City of Arvada is working with NEO in many areas of broadband planning activities.

NEO's Scope of Work. NEO completed a business plan and feasibility analysis for fiber optics, and a FTTP network for the City of Arvada. Our scope of work included community engagement and meetings with the key business leaders and existing service providers and infrastructure owners within the region. We have conducted a preliminary design and engineering plan with estimated capital costs for many business models for consideration. We are working with the City of Arvada to develop key partnerships to build out fiber facilities to key organizations within the community.

Services Provided:

- Stakeholder and Community Engagement Meetings
- White paper on Benefits of Community Advanced Broadband Networks
- Policies and Ordinances that are Broadband-Friendly
- Mapping of existing assets
- Network Planning and Route Development
- Ownership models, service delivery models
- Business and financial planning, public-private partnerships
- Sensitivity analysis
- Development of Partnerships, Joint Build Opportunities and the Financial Impact of these partnerships

The Result. The plan provided a go-forward strategy for implementing broadband strategies, with proposed phases and funding sources.

Routt County and Northern Colorado Broadband

Routt County has established a non-profit organization, Northern Colorado Broadband to plan and implement various strategies to improve broadband services and has hired NEO to develop the plan for implementation.

NEO's Scope of Work. NEO completed a business plan and feasibility analysis for fiber and wireless expansion. Our scope of work included community engagement and meetings with the key business leaders and existing service providers and infrastructure owners within the region. We have conducted a preliminary design and engineering plan with estimated capital costs for many business models for consideration. We worked with the County and Northern Colorado Broadband members to develop key partnerships to build out fiber facilities to key organizations within the community.

Services Provided:

- Stakeholder and Community Engagement Meetings
- White paper on Benefits of Community Advanced Broadband Networks
- Policies and Ordinances that are Broadband-Friendly
- Mapping of existing assets
- Network Planning and Route Development
- Ownership models, service delivery models
- Business and financial planning, public-private partnerships
- Sensitivity analysis
- Development of Partnerships, Joint Build Opportunities and the Financial Impact of these partnerships

The Result. The plan provided a go-forward strategy for implementing broadband strategies, with proposed phases and funding sources.

Teller County

Teller County has hired NEO to develop their feasibility plan for broadband improvement within the county.

NEO's Scope of Work. NEO completed a business plan and feasibility analysis for fiber and wireless expansion. Our scope of work included community engagement and meetings with the key business leaders and existing service providers and infrastructure owners within the region. We have conducted a preliminary design and engineering plan with estimated capital costs for many business models for consideration. We are working with Teller County to develop key partnerships to build out fiber facilities to key organizations within the community.

Services Provided:

- Stakeholder and Community Engagement Meetings
- White paper on Benefits of Community Advanced Broadband Networks
- Policies and Ordinances that are Broadband-Friendly
- Mapping of existing assets
- Network Planning and Route Development
- Ownership models, service delivery models
- Business and financial planning, public-private partnerships
- Sensitivity analysis
- Development of Partnerships, Joint Build Opportunities and the Financial Impact of these partnerships

The Result. The plan provided a go-forward strategy for implementing broadband strategies, with proposed phases and funding sources.

Urbana-Champaign Big Broadband (UC2B) Not-for-Profit

The Urbana-Champaign Big Broadband (UC2B) is an intergovernmental consortium of the University of Illinois and the cities of Urbana and Champaign dedicated to building and operating an open-access fiber-optic broadband network throughout the Champaign-Urbana area. UC2B applied for and was awarded a NTIA grant of $22.5 Million. The State of Illinois provided a $3.5 Million grant and local matching funds added an additional $3.4 Million to fund the project.

NEO's Scope of Work: NEO provided business planning, pricing strategies, market and competitive analysis, financial projections, operating governances, community engagement services and operational consulting for this NTIA grant recipient. We developed the feasibility objectives; assisted UC2B in development of its guiding principles, mission and objectives. We wrote the Business Plan and developed the Financial Plan. NEO also provided bid and Request for Proposals, RFP response evaluations and vendor management services. NEO

conducted a thorough market analysis and competitive assessment and developed pricing strategies, IRU and other service agreements and operating governances. NEO worked with UC2B's Policy Board, both City Councils and oversaw community stakeholder engagement meetings.

The Result. UC2B successfully implemented their grant and built out their network and are serving 4,600 residential customers with Fiber to the Home/Premise (FTTP) in very distressed neighborhoods throughout the Champaign and Urbana area and 230 anchor institutions. The anchor institutions are connected at Gigabit speeds to each other and to the Internet and include large municipal and University facilities to the local hospitals, community organizations, worship centers and non-profit organizations. Through NEO's facilitation, UC2B contracted with an outsourced customer service center that provides sales support, customer service, billing, collections and trouble resolution. NEO facilitated all of the foundational work for this customer including development of guiding principles, their mission and clarifying their goals and objectives. We recommended that a not-for-profit organization be established for UC2B to better compete in their marketplace and they have done that. NEO provided four business models as options for implementing and delivering services and expansion models. Pricing and positioning strategies have been put in place and are being offered for Internet services, IRUs and dark fiber leases. UC2B has entered into a public-private partnership with a local service provider, ITV-3 who is offering video/cable TV services to the community, using UC2B's FTTP network.

Project Manager and Project Team

Projects requiring unique human capital specialties must have dedicated specific resources throughout the life of the project to ensure success. We have assembled a highly qualified team of industry experts to address each of your needs. Each person brings something special to the project that could not be achieved with only one or two individuals. Our collective team has the experience, education and ability to execute your project in a methodical manner using time-tested proven processes.

NEO's Diane Kruse will be the primary lead person for all work on the plan, and for all of the associated deliverables of this project. Unless otherwise described in the Work Plan above, Chris Kennedy and Jim English will help in managing the community meetings with key stakeholders and will also assist behind the scenes in gathering needs assessments, surveys, research, etc. Chad Renfro will lead the design and mapping efforts for this project.

Below are the bios of the team members who will be working on the City of South Lake Tahoe project. All of our team members have worked together for the projects discussed in the Executive Summary and Background responses above.

DIANE KRUSE, CEO and Lead Consultant, NEO



Diane is the founder and CEO of NEO. She will be the key contact and lead consultant for this project.

Diane has founded four successful telecommunication companies and is providing consulting services for start-up organizations, high-growth companies and Fortune 500 companies. She has 32 years of telecommunications and energy industry experience, the last 21 years as an entrepreneur starting and managing successful telecommunication, energy and start-up companies. Prior to NEO, she was the CEO of Zoomy, a leading firm in the FTTP industry that specialized in FTTP design/engineering and construction for municipalities, rural telecommunications companies and real estate developers. In addition to providing engineering and construction services, Zoomy also owned and/or operated multiple FTTP

networks throughout the country. Diane is an experienced leader and visionary with an excellent track record of managing complex and diverse projects.

CHRIS KENNEDY, CONSULTANT, NEO



Chris Kennedy is a telecommunications professional with more than 25 years of experience in integrating telecommunication solutions. Kennedy's background is a mixture of public service, entrepreneurialism and economic development efforts. He was the Broadband Director for Region 10's middle mile network. Prior to Region 10, he served as Director of Engineering with Charter Communications, Systems Integration Manager with CompuCom and Technical Operations Manager with Bresnan. He also started his own business — Kennedy Telecom —which has an 11-year track record of delivering information technology solutions to small businesses in Western Colorado. His public service work includes serving in the United States Marine Corps and a member of the Grand Junction City Council.

JIM ENGLISH, CONSULTANT, NEO



Jim has recently joined NEO's team as a consultant. Prior to joining NEO, Jim was the Executive Director of Information Technologies for Colorado Mountain College (CMC). Jim was responsible for the Information Technology Department, and includes Strategic Technology Planning, IT Security, Application Services, Service Desk, Desktop Support and Network Services. Jim was with CMC for 28 years and was instrumental in the strategic development and deployment of a private high-speed data network that connects all of CMC's locations, campuses and student population. Before CMC, Jim was the Director of Information Services for Eastern New Mexico University – Roswell, and he spent over three years as a faculty member teaching information technology. Jim holds a Bachelors of Business Administration and a Master of Business Administration from Eastern New Mexico University. Jim is the co-chairman of Club 20's Telecommunications Policy Committee.

CHAD RENFRO, EIT, PROJECT MANAGER, eX² TECHNOLOGY



Chad Renfro, EIT, will lead the overall program's preliminary design and engineering services effort. He has more than 12 years of telecommunications and fiber optic industry experience, much of it as an Engineering Manager. Chad's previous experience includes positions as a Design Engineer, Engineering Project Manager, Project Manager, Director of Strategic Development and Sales and Specifications Engineer. He is an expert in site selection consulting, fiber optic counts and sizing, conduit design, telecommunications and fiber optic engineering/FTTP engineering, adherence to safety standards, scheduling and budgeting and day-to-day project management responsibilities. Chad holds a Bachelor of Science in Electrical Engineering from the Georgia Institute of Technology and is a registered EIT.

JAYSON SWOPE, VP OF ENGINEERING, eX² TECHNOLOGY



Jayson Swope has over 20 years of experience in the telecommunications and critical infrastructure industry. He leads the eX² engineering group and has extensive experience overseeing communications and critical infrastructure engineering teams across the nation. Jayson is responsible for all project specific systems design engineering, integration, testing and acceptance of large-scale communications and security systems. He has received numerous certifications, is a lauded industry conference speaker and was named Security Dealer Magazine's "Top 20 Under 40" Most Influential Leaders in 2011. Jayson holds a Bachelor of Science degree in Engineering from Iowa State University.

JAY JORGENSEN, VP OF OPERATIONS, eX² TECHNOLOGY



Jay Jorgensen, eX² VP of Operations, is responsible for exceeding customer expectations by bringing complex networks to completion, on time and within budget. Jay has held operations and executive management roles within the telecommunications and security industries for more than 20 years. He oversees strict adherence of contract specifications as well as eX²'s stringent safety and quality standards. Jay has overseen large capital projects at a management and executive level for a wide range of customers. Jay holds a Bachelors of Business Administration in Finance from the University of Iowa.

JIM BUHRDORF, P.E., OSP ENGINEERING MANAGER, eX² TECHNOLOGY

Jim is a licensed Professional Engineer in 13 states with more than 20 years of experience designing, estimating and administering contracts for multi-million-dollar fiber optic infrastructure construction projects, including designing FTTP networks for Cambridge NE, Bartley NE, East & West Lafayette IN, Logansport IN, Monticello IN, Westfield IN, Greenwood IN, Thornton IN, Crawfordsville IN, Huntington IN, Ammon ID, and Mount Washington MA. Prior to joining eX², Jim served as the Director of Engineering for MetroNet, Inc., an internet, voice and IPTV provider, based in Evansville, Indiana. Under Jim's direction, MetroNet designed, built and operated 22 FTTP networks in rural to mid-sized communities throughout suburban and rural communities in Illinois and Indiana. Jim holds a Bachelor of Science in Engineering with a minor in Mathematics and Chemistry from Iowa State University.

ROGER BRANDENBURG, LEAD ESTIMATOR, eX² TECHNOLOGY

eX²'s Lead Estimator, Roger Brandenburg will provide estimates and bill of materials for the capital costs for the network. Roger has 20+ years of experience in OSP design, network estimating, ROW permitting and environmental permitting and is a Certified Fiber to the Home Professional (CFHP). He has successfully completed complex communications and critical infrastructure projects for private companies and large governmental entities across the country.

MONTE WOODS, SR. CADD & GIS TECHNICIAN, eX² TECHNOLOGY

Monte Woods is a 20+ year veteran CADD operator with exceptional relevant experience in developing engineering and design drawings for municipal construction and permitting packages. As an expert in his field, he understands GIS-based design and leverages AutoCAD for routine design drawings. He has worked alongside eX²'s Jim Buhrdorf for over 15 years, on thousands of fiber-optic design projects across the nation, including countless, multi-million-dollar projects for critical public infrastructure. Monte completed his Associates Degree in Drafting and Engineering Design from the Metropolitan Community College and studied GIS at the University of Nebraska at Omaha.

GIS, Engineering and Consulting

In addition to our core team listed above, each of our respective organizations brings a host of engineers, GIS-mapping specialists, project managers and consultants.

Scope of Work/Implementation, Our Approach and Work Plan

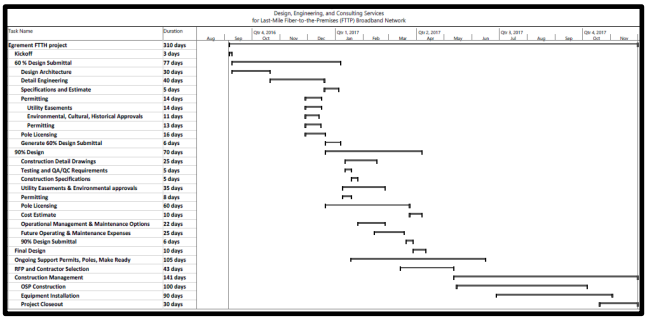
We are excited to work with the City of South Lake Tahoe to fulfill their vision of creating ubiquitous broadband throughout the community with a fiber network that will also provide the foundation for smart-city infrastructure. The study and planning phase are definitely the *most* important component of bringing this concept to reality. We feel that a phased approach to the Scope of Work would be most effective in aligning efforts with goals and objectives. We provide a detailed breakdown of our proposed phasing, schedule, tasks, deliverables, and milestones in the Work Plan below.

For administration of the project, we will manage the schedule, budget, resources and timeline using Microsoft Project. NEO's Diane Kruse will manage the overall project management and deliverables of this engagement. We base all project schedules using the Critical Path Method (CPM), breaking the project into several work tasks, entering them into a flow chart and then calculating the project duration based on estimated durations for each task.

The project schedule will be vetted internally and externally for resource allocation and work effort determination. Logs will be used to track ongoing issues and risks defined by the team members for resolution and/or mitigation. NEO manages its work utilizing formal project schedules. The overall project schedule will address all major tasks to be performed and the project's work flow.

We will have regularly scheduled project meetings to provide the progress, schedule, and budget reports. In addition to these meetings, we recommend weekly scheduled conference calls or meetings to discuss work progress and any issues as they arise. We believe a high level of communication and collaboration with your staff will ensure all people are informed of the project's progress.

We will consistently update and adjust the schedule to meet your implementation deadlines. The schedule will be adjusted on a weekly basis to reflect actual production and field conditions. Contingency and recovery plans will be developed and implemented as warranted to ensure on-time project completion. All decisions will include a project schedule impact analysis. To help manage and monitor the schedules, we utilize two regular status meetings – a weekly status meeting and a monthly project schedule meeting.



SAMPLE PROJECT SCHEDULE

1. **Kick-Off Meeting.** The Consultant shall arrange to meet, in person, with City staff to include various City Staff. The Consultant shall provide a list of all background information needed from the City staff.

Before we meet for our kick-off meeting, our team will conduct preliminary research on the competitive landscape and existing services available within the project area. We will gather this information through resources available through the State of California and other national sources. Then, during the kick-off meeting, we will formulate the Project Management Plan and Project Schedule, with your team to further define the mission, values and goals of the project. In collaboration with your team, we will specifically identify the components and key milestones of each phase of the project. We will also identify and recommend key

stakeholders and potential partners to participate in the process. We will map out and assign dates to all of the required meetings, workshops, and tasks necessary to complete the inventory and the plan document.

Additionally, in this first meeting, we like to begin our collection of existing GIS data for the project area, and/or maps of any known existing fiber. We will need shape files or GIS data from the City of South Lake Tahoe, that identify parcel information, population or service addresses if available, existing fiber and City boundaries.

After the kickoff meeting, NEO will present a Draft Project Management Plan and Schedule. With the Committee's input, the Draft Project Management Plan and Schedule will be finalized within fourteen working days. After your input, NEO will present a final Project Management Plan and Schedule. The format of the Project Management Plan and Schedule may be in MS Project or another format may be used after discussion at the kick-off meeting.

Deliverable: Work Plan, timelines, list of contacts of shareholders and businesses, talking points and agendas for the meetings with stakeholders.
Timeline: Weeks 1-2

2. **Monthly Coordination Meetings.** The Consultant shall arrange to meet on a monthly meeting, or as necessary, with the Project Team (combination of virtual meetings and in- person meetings) for coordination project requirements, review of project approach, gain consensus, and to update City staff. The Consultant shall keep notes of the meeting action items and keep track of the project progress. Notes and action items shall be submitted to the City within one week of the meeting.

We shall prepare for and facilitate meetings and presentations based upon the requirements identified in the RFP. We will plan to meet monthly with the Project Team and City staff and are willing to meet more frequently if needed. We will provide notes and action items to the City within one week of the meeting.

Deliverables: Meeting notes and action items
Timeline: Ongoing

3. **Technology and Trends Review.** A review of current trends in telecommunications and technologies and the industries they support and what will be required to develop any forthcoming broadband network, and the predicted material lifespan to safeguard against obsolescence. Technology options should include emerging technologies such as Satellite Communication systems or other options.

We understand there are advances in technologies that may be great options for broadband expansion. We will provide information available today on satellite, 5G and wireless options, as well as how South Lake Tahoe may benefit given the current trends in telecommunications and technologies. We will provide the pros and cons of each technology option, with consideration of the current funding programs' goals of providing a minimum of 100/20 Mbps in capacity.

Deliverable: Review of Trends and Technology, Agreement from City's team on Technology focus
Timeline: Weeks 3 - 4

4. **Policy Analysis.** A review of the current and forthcoming legislative and regulatory policy will also be performed to ensure that the proposed public network and service complies with and accounts for any statutes that govern how public broadband is regulated, both state and federal regulations.

We will provide an overview of how public broadband is regulated, including both state and federal regulations and the potential impact to the City and the City's best options for implementation.

Deliverable: Regulatory Review, identification of any regulatory obstacles
Timeline: Weeks 3 - 4

5. Service and Infrastructure Analysis. Currently, the City does not have any agency- owned fiber optic transmission cables. Complete an analysis of the incumbent Internet Service Providers (ISPs) and existing broadband infrastructure within the City. Provide a clear picture of the state of broadband within the City and how any forthcoming network will fit into that landscape and should identify service models that could be utilized within the City. Conduct speed test analyses in different parts of the City to determine the current internet access speeds throughout the City. All portions of the above mentioned shall include Geographic Information System (GIS) maps and associated data detailing the physical extent of fiber optic lines, service areas, incumbency, and level of service provided. Consultant shall build a comprehensive map in Esri ArcGIS Desktop, ArcGIS Pro, or ArcGIS Online that provides analysis of the City's broadband environment, including current availability, penetration, and usage of broadband services, service territories, backhaul routes, capacity, providers, and other relevant information for the project.

NEO's team will collect independent data and information to assess the existing broadband infrastructure, current providers and services offered within the City. Our team will identify and map existing assets into a GIS system and will provide at a parcel-level, the types of services that are available.

We can identify existing fiber routes by researching industry databases. This information, along with existing utility poles, can be further verified by meeting with the utility and service providers in the area. The larger providers such as the incumbent cable and telephone companies, usually will not share maps of their existing fiber routes, however, other entities that lease fiber often will provide this information. We will map whatever resources are available and will assess the capacity, availability and costs to leverage these assets.

We will include speed test gathering in our survey and outreach activities and will map the results. NEO and eX² use ESRI as its design software and therefore, we are already intimately familiar with ESRI mapping software. The deliverable for this task will be a comprehensive inventory and assessment of broadband infrastructure in the City.

Deliverable: Broadband maps and fiber asset maps
Timeline: Weeks 4 - 12

6. Needs Assessment and Outreach. a needs assessment for larger-scale use of broadband for area businesses. / manufacturing industries, and other anchor economic development institutions. Receive and take into consideration stakeholder concerns and input and ensure the needs of the business community are known and met. This will be facilitated using Online surveys, community anchor interviews, enterprise business interviews, and small and medium business interviews. The information gleaned from this outreach effort will then be considered alongside a review of broadband improvement efforts that have already occurred regionally. Engagement process shall educate and define a communication and outreach strategy to include the following:
    a. Develop a Community Engagement Plan: Prepare a comprehensive community engagement plan to capture the current and future needs of the Community. The engagement plan will

include education and background information for community members, as well as online resources.

b. Support community discussion and document:
    i. Community's desire for broadband service.
    ii. Willingness to pay, and at what price, for high-speed broadband service;and
    iii. Citizens' view on the role that the municipal government should be taken into account in providing broadband service.

c. The Proposal must clearly define their stakeholder evaluation process, including their recommended participant level, to reach statistically reliable results.

d. Council Presentations and Workshops. The Consultant shall conduct at least two presentations or workshops with the City Council to receive input and provide information to the City Council.

Our team will develop a Community Engagement Plan to meet with and provide outreach and survey activities with key stakeholders, local businesses, internet service providers, organizations, healthcare, education and government entities, as well as with the residential members of the community. The Community Engagement Plan will include preparing background information on the City's efforts underway and talking points about the importance of broadband (why this effort is underway) and a few of the options that the City is considering. This information can be posted on the City's website to inform the public of the planning process and potential outcomes of the process. The Community Engagement Plan will also provide a link to conduct speed tests and a link to the online surveys or information on how to obtain a survey. In order to obtain a statistically valid survey, we aim to achieve a 95% confidence factor with a +-5% margin of error, based upon the number of housing units or business units in the City.

The Community Engagement Plan will also list the various stakeholders relevant to this process and will provide a plan for connection or engagement with the numerous entities. We suggest establishing baseline information on the current environments, assets, providers and service offerings prior to beginning the community engagement process. This information can be communicated to the public and provide a foundation from which to build upon.

We will put together agendas for all stakeholder meetings and lead the discussion to identify current and future needs. These meetings will also allow the public to engage in the planning process and to inform the stakeholders and constituents of the potential outcomes. We ask that the committee members assist in the logistics and coordination of the meetings, helping identify who within the various organizations should attend these meetings and in public outreach advertising for the meeting dates and times. For budgeting purposes, we have set aside (4) days of meetings for this task. We can amend this line item based upon the mutually-agreed upon number of meetings and dates.

We have been extremely successful with a number of our clients in identifying potential partners and to put together collaboration efforts to further expand connectivity. As an example, Caltrans is working to improve their traffic management and safety system and are preparing to ready themselves for autonomous vehicles and self-driving cars and trucks. Utilities – water, sewer, electric and telecommunication companies are looking to connect their substations and SCADA systems with fiber for power and utility management. Cell phone companies are needing to further deploy 5G technology and small cell sites with fiber. Public safety and first responders are most likely also driving the need for more fiber connectivity. The hospitals, schools, libraries, kiosks for economic development and events – all may need better connectivity and more locations connected. The County of El Dorado has been very active in improving broadband services and has expressed working with the City to leverage funding programs. All of these key stakeholders are good prospects for

partnerships to reduce the overall capital costs of construction and to facilitate further expansion of fiber. Our team's ability to establish partnerships truly sets us apart from other consulting firms.

We will plan to meet with City Council to discuss our key findings and to receive feedback and input and to provide information.

Deliverable: Surveys, Communication Engagement Plan, Marketing pieces for website (to be provided Week 3), then kick off of the Survey and Engagement Process with a report summarizing findings
Timeline: Weeks 3 - 12

7. **Market Analysis.** Complete a market analysis to serve as the basis for determining penetration and adoption rates, foreseeable competition, and sensible pricing for services provided. Provide a recommendation on whether the City should implement and operate (as applicable) the distinct services of City-provided/initiated Gigabit broadband and Fiber to the Premises (FTTP) based on a comprehensive cost-benefit analysis and study findings. Identify existing broadband and telecommunication options and costs across the Community, particularly those users identified in the Business Case Needs Assessment.

   Profile the Community and provide an assessment of the telecommunications environment detailing the types of services, pricing, availability, and limitations. Identify potential areas for partnership with other broadband services, such as 395 Broadband, El Dorado County, Caltrans (US 50 Corridor), Stateline, State of NV, and provide assistance to the city in creating a dialogue with these agencies and providers. The Consultant should perform a detailed SWOT analysis and include an analysis diagram.

The market analysis will pull together the current assessment with the various options available to the City for implementation. We will assemble capital cost estimates for implementing a Fiber to the Premise network after agreement on the major assumptions (i.e. use of aerial vs. underground construction, the pros and cons of each methodology, sound take rate projections based upon need and the competitive environment, rock adder assumptions, etc.). Sources for cost estimates will include pulling information on labor and material unit pricing based upon the hundreds of projects we have managed for fiber construction as well as sourcing local contractors for unit pricing and assumption verification

We will establish revenue expectations based upon take rate assumptions, timing and implementation of the network, and sensible pricing for services based upon the demographics of the City and input from the survey and community engagement process. We will build financial models based upon various operating strategies and will provide the results of this analysis.

We will identify the various possible partnerships and will provide a financial analysis of these partnerships. We have established relationships with many of the key potential partners in the region and therefore, this will help the City in these discussions.

Deliverable: Findings on Market Analysis, Partnership Possibilities and SWOT Analysis
Timeline: Weeks 12 - 15

8. **Site Analysis.** Citywide site analysis to discover whether existing public assets and/or land can be used to facilitate network construction and operation better.

Our engineering team will conduct an on-site analysis to discover whether existing public assets and/or land can be used to facilitate network construction and operations. We anticipate being on site for a week to identify the public assets and to walk/ride-out the various fiber routes. While on-site, we will assess the condition of existing utility poles to determine potential make ready expenses of aerial construction and will test the rock conditions throughout the City to establish costs for underground construction. During this week, we will also meet with the various permitting agencies to identify any potential lapses in construction timelines due to bridge or railroad crossings, pole attachment processes or underground construction in the public right of ways. In order to be most effective, we ask the City and County to provide a list of public assets and/or land addresses, contact information, if appropriate, at these facilities. We also ask the City to assist in setting up meetings with permitting agencies if existing relationships are in place. If existing pole data can be provided in a GIS format ahead of our site ride-outs, this too, would be extremely beneficial to the process.

Deliverable: Site Analysis Report, Rock Conditions, Permitting, maps of key routes with aerial and underground construction recommendations
Timeline: Weeks 4 - 6

9. **Perform a Gap Analysis of the Current Broadband Environment.** Evaluate the current environment against the current and future needs of the City, including all stakeholders defined in the Project. Determine what economic and Community impact broadband issues for the Community, including disadvantaged communities. The Gap analysis should include an evaluation of key issues limiting broadband expansion.

From our site surveys and ride-out and our community engagement process, we will identify gaps in the current broadband environment and potential issues that may limit broadband expansion.

Deliverable: Gap analysis and limiting key issues

Timeline: Weeks 6 - 12

10. **Conduct Business Case Needs Assessment.** Gather, evaluate, and analyze information on broadband-dependent Next Generation high-speed needs from users within the potential service areas (i.e., residents, businesses, City, county, healthcare, hospitality, public safety, and educational institutions) via industry-accepted evaluation methods. The needs assessment should include the current and future needs of these users. Develop a GIS-based demand planning tool (using Esri ArcGIS Desktop, ArcGIS Pro, or ArcGIS Online platform) that identifies customer segments across the Community and estimates demand for services. This tool should identify the physical locations of all customers across multiple segments and identify the potential volume and demand that may be utilized to forecast the priority of building into different areas of the City in consideration of broadband needs.

From here, a business case needs assessment can be developed with various GIS-based phases of implementation based upon need, funding sources and household densities. We will provide a sound recommendation of phasing to address the vulnerable and unserved segments of the community, coupled with strategies to improve upon the adoption of broadband and the impact to the financial model.

Deliverable: Business Case Needs Assessment, Phasing, Finalized Capital Cost Estimates
Timeline: Weeks 12 - 16

11. **Development of Business Models.** Develop a market-driven demand planning tool (including the physical location of users and their demand) and evaluate viable business models for the City to consider

in implementing a fiber network either independently or through partnerships. Business models must be based on sound and reasonable business cases that can be demonstrated quantitatively through the development of a comprehensive financial model. Business models must also be tied back to market assessment data to determine key metrics. Present the various business models to the project team and the potential benefits and risks to the City. Business models must also provide at a minimum but not limited to the detailed information as outlinedbelow.

- Capital investment required (amount, timeframe, responsible party, etc.)
- Additional assets required (alignment with asset inventory)
- Potential services and partners (aligned with assessment and identifying strategic impact and cash flows)
- Operations and maintenance (amount, timeframe, responsible party, etc.)
- Repair
- Customer Service
- Installation
- Selling, General, & Administrative costs (personnel, professional services, supplies, etc.)
- Financials (Net Income, Balance Sheet, & Cash Flow) over ten years
- Due diligence on revenue and uptake rates
- Forecasts for future utilization
- Competition impact (risk)
- In-depth cost analysis and leverage opportunities
- ROI, breakeven, and NPV analysis
- Opportunity cost analysis
- Opportunities for Grant Funding, including EDA and NTIA
- The City is interested in business models that are developed using reasonable or conservative assumptions and are prepared by companies that have proven financial planning experience with broadband fiber networks. The resulting financial analysis model created by the Consultant will become the property of the City and should be structured so it can be used for future "what if" scenarios. Any considerations for cybersecurity should be identified for each model.

We will develop and evaluate viable revenue and business models for the Committee to consider in expanding its Gigabit broadband services either independently or through partnerships. The business models will be based on sound and reasonable business cases that can be demonstrated quantitatively through the development of a comprehensive financial model. The business models will be tied back to market assessment data to determine uptake, ARPU, churn, and other key metrics. We will present the various business models to the project team, the various stakeholders and the potential benefits and risks of all possible options. This may include a number of revenue strategies including, but not limited to, monthly conduit and/or dark fiber leases, Indefeasible Rights of Use for fiber strands and/or conduit, collocation space, and lit service offerings (i.e. wholesale models) and various forms of retails models with revenue assumptions based upon service pricing, take rate and phasing.

The business models will provide at a minimum, but not limited to, the detailed information as outlined within the requirements of the RFP.

With input from all information gathered, we will identify potential network risks and alternatives to mitigate these risks, correct issues and establish redundancy. Our team will develop several network conceptual designs and footprints as well as the projected capital costs for further upgrades and risk mitigation. This will include pulling in various network design and construction techniques that may be used to lower the overall

capital costs of construction. We will provide a write-up of the risks and recommendation and priorities, along with capital cost estimates.

NEO's team will provide detailed financial models for the various approaches described above and will strive to align these with the priorities of the Committee. The provided business and financial models will include capital investment required, potential services and partners, the operations and maintenance costs of execution of the plans and salary projections based upon need personnel, professional services, outsourcing, and operational needs and all of the identified areas addressed in the RFP. Our financial models also address sustainability and financial ratios that investment firms will use to access whether or not the project plan is a good investment, mitigating risks of debt coverage and operational execution. Our financial models provide flexibility to easily input various assumptions, variables and what-if scenarios. We will not evaluate a single option, but rather, will provide a number of various approaches and their financial outcomes.

NEO's team will identify a number of potential possible partners during it asset identification and during its outreach activities. Plus, there are a number of partners that have similar interests in community vitality and connectivity. These "usual suspects" include Caltrans, the power companies, internet service providers, middle-mile providers, local governments and others. We will address how and if a potential public/private partnership would be of benefit for the City of South Lake Tahoe and we will address how the City would move forward with such a program.

Deliverables: Business Models, Write-up of Options and Financial Impact Report
Timeline: Weeks 16 – 20

12. **Recommendation on Broadband Strategy.** Based on the Consultant's analysis and feedback from the City and elected officials, stakeholders, prepare a broadband strategy for the City of Tahoe that creates the greatest opportunity to implement a network that is capable of meeting current and long-term community needs. The strategy should include recommended approaches to broadband implementation. Each recommended approach should include customer billing alternatives that meet all federal, state, and local requirements.

We will identify a number of strategies and paths to pursue, including several models to consider, with various operating models and considerations for public-private partnerships, alignment of funding and future planning activities to implement the Broadband Roadmap.

Deliverables: Recommendation on Broadband Strategy Presentation
Timeline: Weeks 20 - 21

13. **Project Identification/Master Plan.** A set of initial projects for the City to embark upon be the creation of the fiber optic/broadband network. Projects will consider all the information gathered so far concerning the existing fiber-optic infrastructure, any gaps in the same, and the overall landscape of broadband in the City. The result of which is a comprehensive determination of how these projects may be deployed, financed, and sustained. The final product will include a GIS-based mapping of the current, proposed, and phased implementation of the broadband system. With implementation approaches, the Consultant should recommend the network phasing and routing and identify possible funding opportunities for each of the options identified. This will include design standards, such as type and method of conduit installation, including innovative approaches, such as micro trenching and directional drilling to meet the City's Dig-Once Policy. Broadband Policy Development Guidelines shall be prepared and submitted to the City for adoption. The Consultant shall also identify various state and federal

funding grants for the project implementation and complete at least two (2) grant applications for City to submit to relevant granting agencies.

As discussed above, we will recommend initial projects, phasing and timing for the City's consideration. There are a number of funding options available in response to the pandemic in addition to the traditional funding sources available for broadband expansion. We will outline the potential funding sources for State/Federal dollar broadband deployment investment for use by a public entity and for private investment. We will align this funding will eligibility and the overall roadmap for implementation. The grant programs vary in complexity and requirements. We have provided a range of costs for completion of at least two (2) grant applications as the time required to complete varies greatly depending upon which programs are targeted. In general, the State programs require less time and are more easily obtained than the traditional federal programs. We will keep an eye out for requirements, timelines and likelihood of successful funding and will communicate this with the City to determine which programs may be the most fruitful.

Our team will also provide recommendations regarding governance, policies, ordinances and potential outcomes of implementing these recommendations. This will include assessing the current policies in place within the City. Our recommended policies will be coupled with examples of standard policy language that has been adopted by other cities. Potential topic areas for policies, procedures and standards may include shadow conduit, abandoned conduit/fiber policies, a review of the City's current Dig Once policies, and land use policies for new developments, specifications for new developments, dark fiber leases, conduit subleases, recommendations and best practices for conduit subleasing and fiber leasing, Indefeasible Rights of Use, collocation space, Smart City applications, cellular networks, 5G and small cell site development and infrastructure, joint builds, joint trenching, one-touch make ready policies and collaboration with other utility owners and infrastructure owners.

We will also discuss with you the potential areas of push-back from current service providers and utility companies with adoption of these policies and how to best mitigate these concerns. When implementing policies and ordinances, we have had success in mitigating risks with utility owners by conducting meetings with these entities to discuss potential policy recommendations and to address areas of potential push-back. For example, while working with the City of Arvada, our team and the Arvada City staff met with Xcel Energy, CenturyLink and Comcast to discuss potential policies for shadow conduit. Concerns of delays for permitting and additional costs were addressed with these entities prior to the hearing of the policy from City Council. These meetings were beneficial to the process as concerns were addressed well ahead of the City Council meeting to adopt these policies. Additionally, with Comcast, further collaboration was discussed to lower the overall capital costs for both the City of Arvada and Comcast, allowing further fiber construction to take place for both entities.

Deliverables: Master Plan, phasing, models, recommendations of policies and improvements
Timeline: Weeks 22 - 24

14. **Draft and Final Reports.** Consultant shall prepare a Draft and Final Reports, based on City input, which will equip the City with the impetus and tools necessary to proceed with more concrete and actionable steps toward the implementation of the broadband network.

We will prepare a draft version of the Executive Summary and Final Plan document that shall incorporate and include the data and analysis from the technical memorandums and other documentation derived from work performed for all of the Tasks, final recommendations and implementation roadmap. We will provide maps and any specific location data prepared for the Plan in a GIS compatible format so that

construction can be coordinated with other City or County infrastructure projects. The Plan will address all areas specified in the RFP.

Based on NEO's analysis in steps listed above and feedback from the Committee, we will prepare a Broadband Feasibility Study that creates the greatest opportunity to implement a network that is capable of meeting current and long-term community needs.

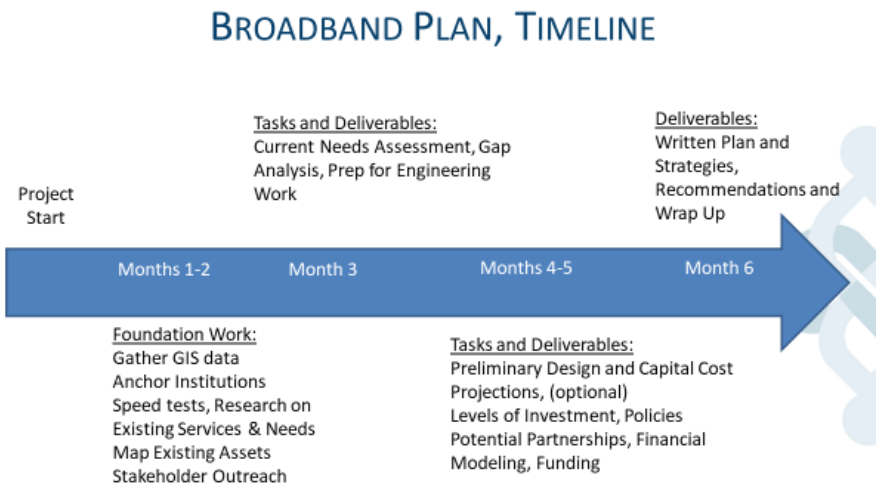
We will provide a number of plans that are executable and specific to the City's needs. Our team will provide a comprehensive presentation of the possible organizational and ownership structure for proposed broadband expansion. This information will not be a "boilerplate" presentation, but rather, will address the specific information gathered during research and planning, and the engagement process with the key stakeholders. Additionally, our research of existing asset holders and their willingness to partner with the project will inform our planning and design strategies. We will also provide information regarding what is possible in terms of organization and network operations, as well as the pros/cons of each option under consideration. We will compare the relative pros and cons of the various approaches to make clear the relative benefits and drawbacks of each.

During our engagement with the Committee members and with City of South Lake Tahoe, we will identify opportunities for collaboration, joint builds, grants, etc. that will influence the prioritization of the project/needs. We will provide numerous options for consideration including strategic partnerships, specific targeted investments, financing and contracting models and Public-Private partnerships, if appropriate. We will provide options regarding the level of investment and the financial implications of each approach. The report will include of all issues and discussion of pros and cons of various approaches. We will provide a Draft Broadband Roadmap and an Executive Summary plus all of the associated deliverables for input from the Committee. We will document input from Committee and incorporate the feedback into a final draft of the report.

Deliverables: Draft and Final Reports
Timeline: Weeks 24 – 28

Project Schedule

Below is a projected overview of the timeline for the project. This timeline can be modified based upon the Committee's needs. Based upon the City and the Committee's needs, NEO will develop a Gantt chart with the project schedule. In regards to providing dates for various meetings, these dates will be nailed down during the kick-off meeting with the committee and a more detailed Gantt Chart will be provided upon award of the contract to NEO.



Project Budget

Provide a description of the project cost and/or fees itemized according to the RFP proposal. Total all-inclusive fee shall contain all direct and indirect costs, including all out-of-pocket expenses. The project budget will be evaluated based on the reasonableness of the fees for the described services. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's cost proposal. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the Proposal. The City will negotiate the final fee after the selection process.

We charge an hourly rate of $175/hour for our services. For travel-related expenses, we will pass through actual costs with a no mark-up. Below is our estimate for the Scope of Work, including travel-related expenses.

NEO Connect, Estimated Budget						
South Lake Tahoe						
Broadband Feasibility Study						
Scope of Work						
1. Preliminary Research, Kick-off meeting	**Estimated Hours**	**# of People**	**Total Estimated Hours**	**Hourly Rate**	**Total**	**Notes**
Kick off preparation and meeting	4	2	8	$ 175	$ 1,400	
Preliminary research, compile existing studies, research stakeholders, preparation of timeline and project schedule	8	2	16	$ 175	$ 2,800	
2. Monthly Coordination Meetings, planning, preparation, participation and reports	28	1	28	$ 175	$ 4,900	
3. Technology and Trends Review	10	1	10	$ 175	$ 1,750	
Project team meetings and findings	4	1	4	$ 175	$ 700	
4. Policy and Regulatory Analysis and report	12	1	12	$ 175	$ 2,100	
Project team meetings and findings	4	1	4	$ 175	$ 700	
5. Service and Infrastructure Analysis						
Parcel mappings	8	2	16	$ 175	$ 2,800	
GIS research and mapping of broadband availability	16	2	32	$ 175	$ 5,600	
Research of service providers and service options	24	1	24	$ 175	$ 4,200	
Asset identification and mapping	24	1	24	$ 175	$ 4,200	
Project team meetings and findings	8	1	8	$ 175	$ 1,400	
6. Needs Assessment and Outreach						
Community Engagement Plan development	10	1	10	$ 175	$ 1,750	
Marketing, talking points, survey development	4	1	4	$ 175	$ 700	
Community Outreach Meetings	40	1	40	$ 175	$ 7,000	Assumed 4 days of meetings
Survey data and reports	20	1	20	$ 175	$ 3,500	
Project team meetings and findings	16	1	16	$ 175	$ 2,800	

7. Market Analysis and report						
Partnership identification	40	1	40	$ 175	$ 7,000	
SWOT Analysis	8	1	8	$ 175	$ 1,400	
Project team meetings and findings	8	1	8	$ 175	$ 1,400	
8. Site Analysis, preparation and participation	48	2	96	$ 175	$ 16,800	Assumed 5 days on site
Project team meetings and findings	8	3	24	$ 175	$ 4,200	
9. Gap analysis and limiting key issues	8	1	8	$ 175	$ 1,400	
Project team meetings and findings	4	1	4	$ 175	$ 700	
10. Business case needs assessment	8	1	8	$ 175	$ 1,400	
Finalized Capital Cost Estimates and Phasing recommendations	40	1	40	$ 175	$ 7,000	
Project team meetings and findings	8	1	8	$ 175	$ 1,400	
11. Development of Business Models						
Financial Analysis, Funding Alternatives, risk, timing and service quality	60	1	60	$ 175	$ 10,500	
Project team meetings and findings	8	1	8	$ 175	$ 1,400	
12. Project Identification/Master Plan						
Identification of grants and strategy, projects and master plan	40	1	40	$ 175	$ 7,000	
Grant application assistance	160	1	160	$ 175	$ 28,000	
Project team meetings and findings	24	1	24	$ 175	$ 4,200	
13. Draft and Final Reports	80	1	80	$ 175	$ 14,000	
Project team meetings and findings	16	1	16	$ 175	$ 2,800	
				Totals	**$ 158,900**	
Travel Budget	**Days on Site**	**# of People**	**Airfare ($400 airfare)**	**Hotel, Meals ($300/day)**	**Total**	
Community Outreach Meetings	4	1	400	$ 1,200	$ 1,600	
Site Analysis	5	2	800	$ 3,000	$ 3,800	
Key stakeholder meetings, City Council meetings (assumes 3 trips)	6	2	4800	$ 3,600	$ 8,400	
			Estimated Total		**$ 13,800**	
			Total Estimated Hours and Travel		**$ 172,700**	
			Not to Exceed Amount		**$ 180,000**	

We anticipate travel-related expenses such as mileage, hotel and meals for days that we are on-site. With travel-related expenses, we estimate the cost for our services to be $172,700 with a not-to-exceed amount of $180,000.

We welcome the opportunity to work with you and will trim areas of the budget if needed to meet your needs.

Description of Recent Projects/References

Below are NEO references where our firm has performed similar work to what is being requested in the RFP.

TOWN OF ESTES PARK, POWER AND LIGHT

1) Project Information: This planning project was financed with the assistance of an Economic Development Authority (EDA) grant for broadband planning and preliminary design and engineering services. NEO completed a business plan and feasibility analysis for fiber optics, and a FTTP network for the Town of Estes

Park. Our Scope of Work included community engagement and meetings with the key business leaders and existing service providers and infrastructure owners within the region. We conducted a preliminary design and engineering plan with estimated capital costs for many business models for consideration. We addressed their traffic and parking issues with integrating a smart parking and kiosk information system, connected to the Town's fiber optic network.

2) Project Name: Town of Estes Park Power and Light Broadband Plan

3) Project Location: Estes Park, Colorado

4) Project Type: Broadband Feasibility and Strategic Plan, Financial Modeling

5) Client Information: Estes Park's influx of people during the summer months impacts traffic congestion, parking, Internet service and cellular services. An outage can take down emergency 911 services, broadband, banking and credit card authorizations. Slow service impacts their tourism as people have come to expect robust broadband services, even while on vacation. The plan provided a go-forward strategy for implementing FTTP with proposed phases and funding sources. The plan provided a recurring revenue, sustainable approach and strategy for leveraging existing assets and implementation of the FTTP project.

6) Client Name: Town of Estes Park Power and Light

7) Client Contact Name, Title, Address, Telephone Number and Email: Reuben Bergsten, Director of Utilities, 570 MacGregor Avenue, Estes Park, CO 970.577.3583, rbergsten@estes.org

8) Completion Information: The first plan was completed in 2016. Recently this summer, the Town of Estes Park has re-engaged NEO to further refine the financial model to be used in their negotiations with the various bond companies to finance the project.

Iron Range Communities
ST. LOUIS COUNTY, MN

1) Project Information: NEO completed a feasibility study for the City of South Lake Tahoe of Cherry, Chisholm, Hibbing, Mt. Iron and Buhl, working to create opportunities for partnership and the go-forward plan for grant funding opportunities to improve broadband services. Our Scope of Work included market analysis, community engagement and meetings with the key business leaders, existing service providers and infrastructure owners within the region. We conducted a preliminary design and engineering plan with estimated capital costs for many business models for consideration.

2) Project Name: Iron Range Broadband Feasibility Study

3) Project Location: Iron Range Communities, MN

4) Project Type: Broadband Feasibility and Strategic Plan, Financial Modeling

5) Client Information: The township of Cherry recently was awarded funding through the USDA and will partner with service provider, CTC to provide Gigabit broadband services.

6) **Client Name:** Iron Range Communities

7) **Client Contact Name, Title, Address, Telephone Number and Email:** Whitney Ridlon, Community Development Representative, IRRRB, phone: 218-735-3004, whitney.ridlon@state.mn.us

REGION 10

1) **Project Information:** This planning project was financed with the assistance of an Economic Development Authority (EDA) grant for broadband planning and preliminary design and engineering services. Region 10 is a non-profit organization based in Montrose. Region 10 hired NEO Connect to put together a blueprint for improving broadband for the six-county region. The geographic footprint of Region 10 is the same size as the State of Vermont, and therefore, putting together a broadband strategy that was cost effective was a difficult task. The plan included connecting all of the counties and communities with fiber, building carrier neutral locations within each community to serve as a meet-me point for service providers and to build fiber within each community to numerous anchor institutions.

If this network were to be built now, the total costs for network construction would be $50 - $70 Million. NEO was able to identify existing fiber owned by several power and electric companies and cooperatives and was able to negotiate access to this existing fiber for almost nothing. This brought the total costs of the network down from $50 - $70 Million to approximately $17 Million. Region 10 received grant funding for broadband implementation from the Department of Local Affairs (DOLA) and from the Economic Development Administration to build the network. With use of grant funding, this resulted in cash outlay from Region 10 members of $3 Million to build the network.

NEO Connect also oversaw the implementation of this network. The network supports 1 Gbps and 10 Gbps connectivity between all points on the network, providing abundant, reliable and affordable Internet and data services throughout the region. Working with NEO to facilitate use of existing assets and to leverage grant funding resulted in over $47 - $67 Million in capital cost savings for Region 10 and its member communities and counties.

2) **Project Name:** Region 10 Strategic Broadband Blueprint

3) **Project Location:** Montrose, Delta, San Miguel, Hinsdale, Gunnison and Ouray Counties in Colorado.

4) **Project Type:** Broadband Feasibility and Strategic Plan, Public Private Partnership Negotiation, Design and Engineering, Construction and Project Management of Implementation

5) **Client Information:** Successful implementation and build out of the middle-mile network in the first of two phases is complete. Phase Two work is underway and scheduled for completion in 2020. Region 10's goal of creating a regional Next-Generation, Gigabit Network is nearly complete. The plan provided a go-forward strategy for implementing and middle mile regional network and working with local service providers to provide Gigabit services to homes and businesses.

6) **Client Name:** Region 10 League of Economic Assistance Program

7) Client Contact Name, Title, Address, Telephone Number and Email: Michelle Haynes, Executive Director, 145 South Cascade, Montrose, CO, 970.765.3122, mhaynes@region10.net.

El DORADO COUNTY, CALIFORNIA

1) Project Information: This planning project was financed with the assistance of an Economic Development Authority (EDA) grant for broadband planning and preliminary design and engineering services. NEO provided consulting services for El Dorado County's broadband initiative to build Fiber to the Premise throughout their entire county. The estimated capital costs are in excess of $500 Million and therefore, model development, financial modeling, development of partnerships is critical for this project's success. NEO provided consulting, feasibility and program support as the County is weighing its options for a potential November 2020 vote on a property tax assessment.

2) Project Name: El Dorado County Broadband Plan

3) Project Location: El Dorado County, California

4) Project Type: Broadband Feasibility and Strategic Plan, Financial Modeling, Capital Cost Projections

5) Client Information: El Dorado County is a primarily rural area of California, located east of Sacramento. South Lake Tahoe sees a large population increase during winter ski season and summer tourist season. Other parts of the county are rural and mountainous, making fiber optic construction challenging.

6) Client Name: El Dorado County

7) Client Contact Name, Title, Address, Telephone Number and Email:, and Kyle Zimbelman, Economic Development, El Dorado County, Placerville, CO 530.621.5935, Kyle.Zimbelman@edcgov.us

In Closing and our Commitment to Work with the Committee

We appreciate the opportunity to submit our response to your Request for Proposal, and we are committed to and look forward to working closely with the Broadband Planning Steering Committee for the City of South Lake Tahoe.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 13

Agenda Item: Ratification of California Department of Alcoholic Beverage Control Grant Application

Executive Summary: City Council is asked to ratify the application for, and if awarded, to accept a grant award from California Department of Alcoholic Beverage Control in the amount of $98,136.00 for special enforcement of alcohol related crimes, community education, and press releases. Grant funds will be used to carry out enforcement and education efforts related to a host of criminal violations in our community including, but not limited to, unlawful possession and distribution of alcoholic beverages, unlawful provision of alcohol to minors, contributing to the delinquency of minors, public intoxication, and disturbances of the peace due to alcohol related parties, special events, and gatherings within City limits.

Requested Action / Suggested Motions: Pass a Resolution ratifying application for grant, and if awarded, authorizing acceptance, budget, and reimbursement of a grant from the California Department of Alcoholic Beverage Control in an amount up to $98,136 to facilitate enforcement and education efforts for alcohol related offenses for State Fiscal Year 2022-2023.
Responsible Staff Member: David Stevenson, Chief of Police

Responsible Staff Member: David Stevenson, Chief of Police (530) 545-2765

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

Attachments:

01 - Staff Report - ABC Grant 22-23.docx
02 - Resolution - ABC Grant 22-23.docx
03-ABC Grant Application 22-23 (Exh. A to Reso).pdf

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

Meeting Date: May 3, 2022

Title: Ratification of California Alcoholic Beverage Control (ABC) Alcohol Policing Partnership Grant Application

Location: Police Department

Responsible Staff Member: Chief David Stevenson, (530) 545-2765

Background:
California Department of Alcoholic Beverage Control (ABC) provides grant assistance to law enforcement agencies through the Alcohol Policing Partnership Program. This is a competitive grant process through ABC. The South Lake Tahoe Police Department applied for these grant funds in March of 2022. The grant application was due by March 31, 2022. If awarded, the grant requires approval via a resolution from City Council to accept, budget, spend and reimburse the funds from the grant.

Issue and Discussion:
The ABC Alcohol Policing Partnership Grant is a tool for the City of South Lake Tahoe in enforcement of alcohol related criminal offenses committed by both juveniles and adults. The South Lake Tahoe Police Department will utilize these grant funds to carry out enforcement efforts related to a host of criminal violations in our community including, but not limited to, unlawful possession and distribution of alcoholic beverages, unlawful provision of alcohol to minors, contributing to the delinquency of minors, public intoxication, and disturbances of the peace due to alcohol related parties, events, and gatherings within City limits. Grant funds may also be used to conduct alcohol related community and local business trainings. In the past we have used these funds for overtime at events like the Lakeview Commons outdoor concert series, New Year's Eve, and the 4th of July fireworks celebration.

Financial Implications:
There will be no impact to the general fund. This is a reimbursement grant from California ABC. Expenditures for the program will be reimbursed quarterly. If awarded by ABC and approved by City Council, effective July 1, 2022; budget in account 229 02112 should be amended in amounts up to as follows:

Revenue:	#33229	$98,136.00
Expenditures:	#41040 (Personnel)	$93,736.00
	#45010 (General Supplies)	$500.00
	#44050 (Training)	$2,500.00
	#46120 (Equipment)	$1,400.00

Environmental Considerations: The proposed action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: None.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

Ratifying the application and if awarded, authorizing acceptance, budget, and reimbursement of grant award by California Department of Alcoholic Beverage Control in Amount up to $98,136.00 to facilitate extra enforcement and education efforts for alcohol related offences for State fiscal year 2022/2023 effective July 1, 2022

BACKGROUND

A. California Department of Alcoholic Beverage Control (ABC) provides grant assistance to law enforcement agencies through the Alcohol Policing Partnership Program.
B. The South Lake Tahoe Police Department applied for these grant funds in March of 2022.
C. The South Lake Tahoe Police Department intends to utilize these grant funds to carry out enforcement and education efforts related to a host of criminal violations in our community including, but not limited to, unlawful possession and distribution of alcoholic beverages, unlawful provision of alcohol to minors, contributing to the delinquency of minors, public intoxication, and disturbances of the peace due to alcohol related parties, events, and gatherings within City limits.

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

1. Ratifies the application for, and if approved, authorizes acceptance, budget, and reimbursement of a grant award up to $98,136.00 to carry out enforcement efforts related to alcohol and drug related criminal violations within the City of South Lake Tahoe.

2. Upon award, authorizes and directs the Mayor of the City of South Lake Tahoe to execute, on behalf of the City Council, a grant agreement, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

3. Acknowledges that any liability arising out of the performance of this agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

4. Acknowledges that the funds received hereunder shall not be used to supplant expenditures controlled by this body.

5. Acknowledges that this award is not subject to local hiring freezes.

6. Upon award, authorizes increasing 2021/2022 City budget for the account 229-02112 up to the amount awarded and as described in the staff report and in the budget detail outlined in Attachment 3, Grant Application, in Exhibit A.

Adopted by the City of South Lake Tahoe City Council on May 3, 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.

ALCOHOL POLICING PARTNERSHIP (APP) PROGRAM

GRANT PROPOSAL FORMS

Due by: March 31, 2022

Includes:

PROPOSAL COVER SHEET

SCOPE OF WORK

BUDGET DETAIL WORKSHEET

OTHER FUNDING SOURCES

For further instructions and detailed information,
please refer to the RFP Guidelines.

STATE OF CALIFORNIA
Department of Alcoholic Beverage Control
Alcohol Policing Partnership Program

PROPOSAL COVER SHEET
(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: South Lake Tahoe Police Department

2. Description of Applicant Agency: *Provide your city or county jurisdiction, and include population data, relevant demographic, and socio-economic characteristics of the community.*

South Lake Tahoe is an incorporated city within El Dorado County. The city has a population of 21,892 in 12 square miles. The population can expand to 150,000 – 300,000 during weekends and holidays.

3. Number of licenses in Project Area: 212

4. Tax ID: 94-1610-868

5. Funds Requested: $98,136

6. Project Period: July 1, 2022 – June 30, 2023

7. Acceptance of Conditions: *By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.*

A. Project Director
Person Having Day-To-Day Responsibility for the Project

Name: Doug Sentell
Address: 1352 Johnson Blvd
South Lake Tahoe, CA 96150
Phone: 530-542-6100
Email Address: dsentell@cityofslt.us
Title: Sergeant
Signature:

B. Chief of Police or Sheriff
Authorizing Official

Name: Dave Stevenson
Address: 1352 Johnson Blvd
South Lake Tahoe, CA 96150
Phone: 530-542-6100
Email Address: dstevenson@cityofslt.us
Title: Chief
Signature:

C. Fiscal or Accounting Official

Name: Lori Marino
Address: 1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Phone: 530-542-7410
Email Address: lmarino@cityofslt.us
Title: Associate Management Analyst
Signature:

D. ABC USE ONLY

EXHIBIT A
Scope of Work

1. Summary

a. The South Lake Tahoe Police Department currently has 38 full-time sworn employees. The department is comprised of two divisions. The Support Division includes Detectives, Dispatch and Records. The Operations Division includes Community Service Officers (CSOs), Boating Operations, and Patrol. The city has a population of 21,892 in 12 square miles. The population can expand to 150,000 – 300,000 during weekends and holidays. There are currently 212 active ABC licensed retail locations within South Lake Tahoe.

b. The South Lake Tahoe Police Department is requesting $99,236 in grant funding to facilitate enforcement and education efforts and to equip officers in developing ongoing procedures for alcohol related offenses in the City of South Lake Tahoe.

c. Goals and Objectives

1. Issue at least 3 press releases regarding the grant activities.
2. Conduct at least 4 briefing trainings on ABC laws and enforcement strategies.
3. Have 2 officers attend the ABC APP conference.
4. Conduct a minimum of 4 IMPACT operations at licensee locations.
5. Offer at least 1 Responsible Beverage Service training.
6. Attend at least 1 grant operation/training with another outside grant agency.
7. Participate and assist in at least 1 youth alcohol prevention program.
8. Conduct a minimum of 20 high visibility general ABC enforcement operations targeting problem locations. Some of the operations would be carried out during the busy 4th of July, New Year's Holiday, and other special events.
9. Conduct at least 2 Minor Decoy operations.
10. Conduct at least 2 Shoulder Tap operations.
11. Schedule/coordinate 1 LEAD class or facilitate public awareness of the online LEAD training.
12. Conduct at least 4 plain clothes enforcement operations targeting licensed premises operating outside of their license conditions.

d. Currently there are 173 on-sale and 39 off-sale licenses in the City of South Lake Tahoe.

e. The City of South Lake Tahoe 2021-2022 FY budget authorized 40 peace officer positions (including (1) Chief of Police, (2) Lieutenants, (6) Sergeants, (31) Police Officers). I have attached a portion of the city budget to this proposal as Exhibit C. Please refer to the page labeled "73" of the budget to substantiate the above information.

2. Problem Statement

Alcohol related problems tax the already stretched resources available in our city. A 24-hour party atmosphere and high volume of licensed locations play a role in an increasing crime rate. Due to the nature of our year-round resort community, the population of our city is always significantly above the base reported census population. There are currently 1,299 licensed vacation rental properties and 5,888 hotels rooms within the city. Patrol officers respond daily to numerous calls for service involving overly intoxicated persons, underage drinking, and intoxicated drivers. In 2020, the second highest call for service type for SLTPD was intoxicated subjects, despite the pandemic and stay at home orders. Our city borders several casinos, just over the state line. Nevada's casinos offer 24-hour alcohol and gambling as well as complementary alcohol to guests. Many people consume alcohol at all hours in the casinos, and then make their way into our jurisdiction.

EXHIBIT A
Scope of Work

South Lake Tahoe is home to several ski resorts which attract seasonal employees and vacationers. Patrol officers frequently respond to calls of large parties which often involve heavy alcohol consumption and facilitate underage drinking. When patrol officers respond to these parties, streets are found littered with trash and broken glass, as well as party-goers found urinating in public view and vandalizing property. Patrol manpower can quickly become depleted, and often we do not have the necessary personnel to address ABC related offenses. Officers are typically limited in their enforcement actions due to staffing levels, higher priority calls and a lack of training in ABC enforcement strategies.

The city's population increases significantly during holidays, specifically 4th of July and New Year's Eve. Officers quickly become overwhelmed and, as a result, are forced to ignore seemingly minor alcohol-related offenses that can later escalate and cause a public nuisance. During the 4th of July, beaches and parks become packed with people whose activities are largely centered on alcohol consumption. Fights, public intoxication, and minors in possession of alcohol are some of the most common crimes patrol officers face during this holiday.

On New Year's Eve, the State highway closes. At the California-Nevada state line, within the city, Highway 50 is closed (2300 hours until around 0100 hours). People stand out in the street preparing for a midnight countdown. In this setting, many people bring alcohol into the streets.

During the summer months there is an outdoor concert series at Lakeview Commons. This event is hosted within a city park along the lake. Alcohol is sold at the event and numerous citizen complaints have been reported involving overly-intoxicated subjects, smoking in prohibited areas, and open drug use. There is a bar and a liquor store just down the street that have reported similar problems affecting them spilling over from the event. In years when grant funding has not been available for this event, patrol units are primarily responsible, and the level of enforcement varies greatly depending on the other calls for service at the time, staffing levels, and knowledge responding officers have of ABC laws.

In addition to permitted events, South Lake Tahoe attracts unsanctioned events, often organized on social media. These unsanctioned events bring large crowds to the city and often lead to additional alcohol related problems. One example from last year was the "#Lake2o" event which involved a group of 300-400 modified car enthusiasts. They congregated in the parking lot of licensed premises and generated a significant number of police calls for service. With grant funding SLTPD will be able to conduct targeted enforcement at licensed premises helping both the licensees and community.

During previous grant years officers contacted several licensees during IMPACT inspections that were unknowingly violating laws and conditions of their license. Many licensees were unaware they had any conditions on their license at all.

Officers discovered multiple business that after being educated on their operating conditions or violations, ignored the warning and continued with violations of their licenses. Often these conditions involve noise regulation and on-sale service areas. Excessive noise from license premises affects the quality of life for surrounding residents. It has been this department's experience that multiple documented incidents and working closing with multiple divisions within ABC are required for

disciplinary action against licensees. This grant will be used to conduct at least 4 plain clothes operation specifically targeting complaints of licensed premises operating outside of their license conditions, document the violations, and to conduct follow-up with ABC. Without successive years of grant funding this department does not have the resources to conduct the lengthy process to educate, document, and seek discipline for non-conforming licensed location.

During the COVID-19 pandemic ABC suspended enforcement of many legal prohibitions including expansion of licensed footprint, hours of operation, and on-sale retailer exercising off-sale privileges. For the 2021-2022 grant cycle, these suspensions have be lifted. Licensees will need to be reeducated throughout the process and enforcement may be necessary to gain compliance.

The SLTPD began a Responsible Beverage Service training program for licensed establishments, typically on-sale. This program sends a grant officer to the retail licensee, often during a staff meeting or similar situation, and provides a brief training on checking ID's, alcohol laws, and current or perceived issues at that premises. This program was started after a low turnout at a LEAD training we hosted in our area during a previous grant. We found that by going to the business, at a time when they had most of their employees available, we were able to provide training to an increased number of people. Over 100 people from 3 licensees have received training under the program so far which has resulted in an enhanced relationship with businesses in the community and an increase in proactive implementation of ABC laws by those involved in the sales and service of alcoholic beverages. By utilizing both the LEAD and RBS training model, this department is able to provide multiple educational opportunities to licensees and their employees.

The El Dorado County District Attorney's Office has shown a willingness to prosecute ABC related cases by filing and prosecuting through resolution.

3. Project Description

Education

a. Issue at least 3 press releases announcing the grant program and results of operations with the goal of educating the public on alcohol-related problems and deterring adults from supplying alcohol to minors.
b. Conduct at least 4 briefing trainings for patrol on ABC laws and enforcement strategies with the goal of educating officers and providing them with the knowledge to effectively address alcohol-related crimes. The project director would seek assistance from ABC Agents for training topics.
c. Have two officers attend the ABC Alcohol Police Partnership conference in order to learn effective ways to enforce ABC laws, effectively conduct ABC operations and reduce the number of alcohol-related offenses within the city.
d. Conduct at least 4 IMPACT operations in an effort to work with businesses, using a community policing approach, to prevent violations and general nuisances.
e. Offer at least 1 Responsible Beverage Service training on alcohol responsibility and the law to retail licensees and their employees with the goal of better educating the community.
f. Schedule and coordinate at least 1 LEAD training or facilitate public awareness of the online LEAD training to educate licensees, managers, and employees.
g. Attend a minimum of one grant operation/training with an outside grant agency in order to learn or teach, depending on the agencies experience, effective enforcement strategies and further advance our program while improving partnerships with ABC and other allied agencies.

h. Participate and assist in at least one youth alcohol prevention program with the goal of reducing juvenile substance abuse.

Enforcement

i. Conduct at least 20 high visibility general ABC enforcement operations targeting problem areas. Some of the operations would be carried out during the busy 4th of July and New Year's Holidays, and at identified problem events such as the Lakeview Commons concert series. The goal of these operations would be to prevent and deter underage drinking, over consumption and other alcohol-related offenses and public nuisances.
j. Conduct at least 2 Minor Decoy enforcement operations using the Minor Decoy in order to deter sales to minor in an effort to reduce underage drinking.
k. Conduct at least 2 Shoulder Tap enforcement operation to discourage adults from furnishing alcohol to minors.
l. Conduct at least 4 plain clothes enforcement operations targeting licensed premises operating outside of their licensed area.

4. **Project Personnel**

The Operations Division will be responsible for the grant. Sgt. Doug Sentell will be the project director. Sgt. Sentell has been in law enforcement for nearly 19 years, holds a bachelor's degree in management, and possesses both an advanced and supervisory POST certificate. He has previously written and administered grants with CA OTS. He is familiar in working with regulatory agencies and collaborating with stakeholders.

Additional officers and sergeants, typically from the patrol division, will be used for operations. Officers will continue to maintain a close working relationship with ABC Agents throughout the grant period.

ALCOHOL POLICING PARTNERSHIP GRANT
PROPOSAL BUDGET DETAIL

A. Personnel Services

Salaries

	Classification/Positions	Computation	Total Cost
1	N/A		
2			
3			
		SUBTOTAL	$ 0.00

Overtime

	Classification/Positions	Computation	Total Cost
1	Officer @ 900 hours	86.13	$ 87,196.00
2	Sergeant @ 100 hours	96.79	
3			
4			
5			
6			
		SUBTOTAL	$ 87,196.00

Benefits

	Classification/Positions	Computation	Total Cost
1	Officer	7.5%	$ 6,540.00
2			
3			
4			
5			
		SUBTOTAL	$ 6,540.00

B. Operating Expenses and Equipment

Operating Expenses *

	Description	Computation	Total Cost
1	Buy money for operation		$ 300.00
2	Decoy meals		$ 200.00
		SUBTOTAL	$ 500.00

* maximum of $2,500.00

Equipment *

	Description	Computation	Total Cost
1	ID SCANNER		$ 950.00
2	Intoximeter PAS device		$ 450.00
3			
		SUBTOTAL	$ 1,400.00

* maximum of $2,500.00

C. Travel Expenses *

	Description	Computation	Total Cost
1	APP conference registration (2 officers)		$ 650.00
2	Lodging/per diem/transportation		$ 1,850.00
3			
4			
		SUBTOTAL	$ 2,500.00

* APP Conference only. All travel cannot exceed current state rates

GRAND TOTAL $ 98,136.00

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

Note: Round all budget amounts to the nearest dollar—no cents.

Budget Category	Grant Funds	Other Funds	Program Total
A. Personnel Services	93,736.00	0.00	93,736.00
B. Operating Expense	500.00	0.00	500.00
C. Travel/Registration Fees	2,500.00	0.00	2,500.00
D. Equipment	1,400.00	0.00	1,400.00
TOTALS	$ 98,136.00	$ 0.00	$ 98,136.00

*This form does not become part of the contract but is **required** in the Request for Proposal package.*

Allocated Permanent Positions: 3 Year FTE History

Department/Positions	Authorized/ Appropriated Positions 19/20 Budget*	Authorized/ Appropriated Positions 20/21 Adopted	Authorized/ Appropriated Positions Mid-Year 20/21	Authorized/ Appropriated Positions 21/22 Budget	Authorized/ Frozen Positions 21/22 Budget
POLICE DEPARTMENT					
Chief of Police	1.00	1.00	1.00	1.00	
Police Lieutenant	2.00	2.00	2.00	2.00	
Police Sergeant	6.00	6.00	6.00	6.00	
Police Officer	31.00	30.00	30.00	30.00	1.00
Police Officer (cannabis)	1.00	1.00	1.00	1.00	
Police Officer (Tobacco grant)	1.00	1.00	1.00	1.00	
Public Safety Dispatch Supervisor	1.00	1.00	1.00	1.00	
Police Records Supervisor	1.00	1.00	1.00	1.00	
Public Safety Dispatcher	9.00	9.00	9.00	9.00	
Senior Police Records Tech, Police Record Tech	2.00	2.00	2.00	2.00	
Administrative Assistant I	1.00	1.00	1.00	1.00	
Senior Evidence/Prop Tech, Evidence/Prop Tech	2.00	2.00	2.00	2.00	
Lead Community Services Officer	1.00	1.00	1.00	1.00	
Sr Community Svcs Officer, Community Svcs Officer	8.10	8.10	8.10	5.00	
Code Compliance Investigator	1.00	1.00	1.00	1.00	
Administrative Assistant II	1.00	1.00	1.00	1.00	
Department Total	**69.10**	**68.10**	**68.10**	**65.00**	**1.00**
Total City Employees	**206.85**	**203.20**	**203.35**	**200.00**	**5.00**

*Reflects mid-year adjustments. Includes positions added or eliminated during the year.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 14

Agenda Item: Amendment to the Surplus Land Inventory

Executive Summary: On March 15, 2022 the City Council adopted Resolution 2022-033 Declaring Surplus Land Inventory. Two parcels, 973 Modesto Avenue (APN 026-113-011) and 969 Modesto Avenue (APN 026-113-010), have since been identified as surplus land which need to be added to the surplus land inventory and two parcels, 3069 Lake Tahoe Boulevard (APN 026-113-007) and 981 Modesto Avenue (APN 026-113-008), have been requested to be removed from the surplus land inventory. These changes require an amendment to the Surplus Land Inventory. The proposed City Council Resolution includes an updated list of parcels identified as surplus land in Exhibit A.

Requested Action / Suggested Motions: Pass a Resolution approving the amended surplus land inventory.
Responsible Staff Member: Madison Dederick, Assistant Planner

Responsible Staff Member: Madison Dederick, Assistant Planner (530) 542-6022

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

Attachments:

01 - Staff Report - Amendment to the Surplus Land Inventory.docx
02-Resolution-Amendments to Surplus Land Inventory.docx

City of South Lake Tahoe
Report to City Council

Meeting Date: May 3, 2022

Title: Amendment to the Surplus Land Inventory

Location: Citywide

Responsible Staff Member: Madison Dederick, Assistant Planner

Background: Under the Surplus Land Act ("SLA"), Government Code Sections 54220-54234, surplus property is defined as land owned by any local agency no longer necessary for the agency's use. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency's use as surplus land and report this inventory of surplus land to HCD.

Issue and Discussion: On March 15, 2022 the City Council adopted Resolution 2022-033 Declaring Surplus Land Inventory. Two parcels, 973 Modesto Avenue (APN 026-113-011) and 969 Modesto Avenue (APN 026-113-010), have since been identified as surplus land which need to be added to the surplus land inventory and two parcels, 3069 Lake Tahoe Boulevard (APN 026-113-007) and 981 Modesto Avenue (APN 026-113-008), have been requested to be removed from the surplus land inventory. These changes require an amendment to the Surplus Land Inventory. The proposed City Council Resolution includes an updated list of parcels identified as surplus land in Exhibit A.

Financial Implications: There are no financial implications associated with this action.

Environmental Considerations: The Surplus Land Inventory does not constitute an "approval" of a "project" pursuant to CEQA Guidelines Sections 15004 and 15352.

Policy Implications: A declaration of surplus land and exempt surplus land, and the issuing of notices pursuant to the SLA for surplus land, is a process adopted in State law with the intent of ensuring the prioritization of affordable housing, including noticing and opportunity to respond, for affordable housing developers. This declaration of surplus land and exempt surplus land does not obligate the City to subsequently dispose of the land and, depending on the response to the notices and other factors, the City could still decide not to move forward with the disposition of specific properties.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe City Council

May 3, 2022

Amending the Surplus Land Inventory (Replaces Resolution 2022-033)

BACKGROUND

A. Under the Surplus Land Act ("SLA"), Government Code Sections 54220-54234, surplus property is defined as land owned by any local agency no longer necessary for the agency's use.

B. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency's use as surplus land and report this inventory of surplus land to HCD.

C. March 15, 2022 the City Council adopted Resolution 2022-033 Declaring Surplus Land Inventory. Two parcels, 973 Modesto Avenue (APN 026-113-011) and 969 Modesto Avenue (APN 026-113-010), have since been identified as surplus land which need to be added to the surplus land inventory and two parcels, 3069 Lake Tahoe Boulevard (APN 026-113-007) and 981 Modesto Avenue (APN 026-113-008), have been requested to be removed from the surplus land inventory. These changes require an amendment to the Surplus Land Inventory.

D. This Resolution amends the Surplus Land Inventory of the City and South Lake Tahoe Successor Agency to twenty-one (21) properties located throughout the City, listed in Exhibit A, that are suitable for future disposition and development (the "Surplus Properties"); thirteen (13) of which qualify as "exempt surplus land" that need not follow certain notice and negotiation requirements prior to disposition.

E. The City intends to follow the provisions of the SLA in the disposition of public lands.

F. A declaration of surplus land and exempt surplus land, and the issuing of notices pursuant to the SLA for surplus land, is a process adopted in State law with the intent of ensuring the prioritization of affordable housing, including noticing and opportunity to respond, for affordable housing developers.

G. This declaration of surplus land and exempt surplus land does not obligate the City to subsequently dispose of the land and, depending on the response to the notices and other factors, the City could still decide not to move forward with disposition of specific properties.

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 surplus properties and exempt surplus properties listed on Exhibit A are no longer necessary for the City's use, which findings are set forth in Exhibit A to this Resolution.

2. Finds and determines that this action results in no binding commitment by the City to authorize or advance the disposition of any of the surplus properties or exempt surplus properties; will not result

in a direct or indirect physical change in the environment; and does not constitute an “approval” of a “project” pursuant to CEQA Guidelines Sections 15004 and 15352.

3. Authorizes the City Manager to issue Notices of Availability for the surplus properties that are compliant with the State SLA.

Adopted by the City of South Lake Tahoe City Council on May 3, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____ Date:_____

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.

EXHIBIT A

Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
025-061-039	Segment of Martin Avenue and a small sliver south of Marie Ave. bridge upstream along Trout Creek	Vacant		Exempt Surplus Land	1.26	Exchange for state agency conservation use
025-061-037	Martin Ave. - 1st "Parcel" Upstream of Roadway	Vacant		Exempt Surplus Land	21.53	Exchange for state agency conservation use
025-081-013	Mid-Section with Confluence of Trout & Cold Creek.	Vacant		Exempt Surplus Land	57.07	Exchange for state agency conservation use
080-010-013	Outside City Limits & Borders Pioneer Trail	Vacant		Exempt Surplus Land	20.82	Exchange for state agency conservation use
025-091-012	Cold Creek Section with Lake Christopher	Vacant		Exempt Surplus Land	22.27	Exchange for state agency conservation use
080-020-008	Cold Creek Section Above Pioneer Trail	Vacant		Exempt Surplus Land	54.836	Exchange for state agency conservation use
023-685-001	2180 Washington Ave	Vacant		Surplus Land	0.22	
031-030-020	948 **Link** Road	Vacant		Surplus Land	1.22	
031-030-039	**Link** Road	Vacant		Surplus Land	2.23	
031-030-024	**Link** Road	Vacant		Exempt Surplus Land	0.08	Less than 5,000 sf
029-170-001	3900 Lake Tahoe Blvd	Vacant		Surplus Land	0.34	STRSA Long Range Property Management Plan
029-170-002	3908 Lake Tahoe Blvd	Vacant		Surplus Land	0.82	STRSA Long Range Property Management Plan
026-082-013, -014, and -015	958 and 962 San Jose Ave and 3141 Riverside Ave	Vacant		Exempt Surplus Land	0.34	STRSA Long Range Property Management Plan with an exclusive negotiating agreement or legally binding agreement for disposition entered into not later than December 31, 2020. The disposition must be completed not later than December 31, 2022. HCD confirmed exempt surplus land status under Gov. Code section 54234(b)(1) in an email dated Oct. 25, 2021.
032-311-008	1180 Julie Lane	Vacant		Exempt Surplus Land	0.59	Exchange for other public agency use
032-314-012	1160 Industrial Avenue	Vacant		Exempt Surplus Land	1.57	Exchange for other public agency use
026-113-009	977 Mondesto Avenue	Public Facilities		Surplus Land	0.14	
026-050-004	1160 Rufus Allen Blvd.	Public Facilities		Exempt Surplus Land	15	The City entered into an agreement with El Dorado County, dated February 22, 2022, which includes a land swap with the County of approximately 10.35 acres of this parcel in exchange for approximately 9.112 acres of County land for the construction of a new Multi-Generational Recreation Center. HCD confirmed exempt surplus land status under Gov. Code section 54421(f)(1)(D) in an email dated February 1, 2022.
026-113-011	973 Modesto Avenue	Public Facilities		Surplus Land	0.14	
026-113-010	969 Modesto Avenue	Public Facilities		Surplus Land	0.14	

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 15

Agenda Item: Annual Public Hearing for Continued Snow Removal Equipment Purchase Funded Through the Existing County Service Area No. 3 Parcel Assessment

Executive Summary: On September 20, 1989, a Joint Powers Agreement (JPA) between the City of South Lake Tahoe and El Dorado County was executed to allow the County to form a Zone of Benefit within County Service Area No. 3 (CSA 3), which lies within the municipal boundaries of the City of South Lake Tahoe. The agreement allows the County to levy a charge of $20.00 per improved parcel. Pursuant to the JPA, the City acts as the advisory board to the County Service Area and shall hold at least one public hearing annually regarding the levy. Following the public hearing, the City is required to forward to the County its recommendations and the substance of the testimony, if any, for County review.

Requested Action / Suggested Motions: Pass a Motion directing the City Clerk to prepare and submit a Minute Order of this Public Hearing to El Dorado County.
Responsible Staff Member: Anush Nejad, Director of Public Works

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

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

Attachments:

01-Staff_Report__CSA__3_2022.docx
02 - CSA3-Direct-Charge 2021.pdf
03-Public Hearing Notice Affidavit.pdf

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

Meeting Date: May 3, 2022

Title: Annual Public Hearing for Continued Snow Removal Equipment Purchase Funded Through the Existing County Service Area No. 3 Parcel Assessment

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Works – (530) 542-6031
Phil Harwood, Maintenance Manager – (530) 542-6086

Background: On September 20, 1989, a Joint Powers Agreement (JPA) between the City of South Lake Tahoe and El Dorado County was executed to allow the County to form a Zone of Benefit within County Service Area No. 3 (CSA 3), which lies within the municipal boundaries of the City of South Lake Tahoe. The agreement allows the County to levy a charge of $20.00 per improved parcel. The County remits all funds collected to the City, less one percent (1%) for administrative costs. These funds are dedicated to purchasing new snow removal equipment for the City of South Lake Tahoe. Due to a ten-year sunset clause in the original JPA, an extension was executed by both parties in March 1999, and the agreement shall be continued in full force and may only be terminated upon 180 days of written notice by either party. Upon receipt of such notice, the City and County must meet and mutually agree to the termination of the agreement.

Pursuant to the JPA, the City acts as the advisory board to the County Service Area and shall hold at least one public hearing annually regarding the levy. Following the public hearing, the City is required to forward to the County its recommendations and the substance of the testimony, if any, for County review.

Issue and Discussion: Since the inception of the JPA, the City has purchased the following equipment: fifteen (15) snow graders/plows, one (1) snowblower/loader combination, and two (2) snow blowers. In 2007 more equipment was procured with the parcel tax dollars and additional debt service; three (3) graders, one (1) snowblower. This debt was paid in full in December 2015. In 2016, after the 2007 financing was paid off, additional equipment was acquired: one (1) Epoke sander/plow truck with a water tender, one (1) multi-use tractor with snowblower and broom attachments, one (1) new John Deere 644K loader, one (1) used John Deere 644K loader and four (4) attachments for the loaders; the attachments included a mounted blower, a 4-in-1 bucket, and a “V” plow, a box plow with movable wings. This debt service was paid in full in 2019.

In the fiscal year 2018/19, three (3) Caterpillar graders and one (1) Kodiak snowblower were purchased, and in the fiscal year 2019/2020, one (1) Chevrolet 5500 4x4 sander with a snowplow, one (1) Holder S-100 multi-use tractor, and in 2020/2021 one (1) Kodiak loader mount snowblower.

Financial Implications: For 2021, the total revenue received from El Dorado County in tax receipts was $229,323.98. El Dorado County Report is attached.

Environmental Considerations:

This action is not a “project” subject to environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or other governmental fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications:

None

CSA 3: 78283 City of SLT Snow Direct Charge Annual Report

2021

Parcel	Fee	Fee Code
22021001000	$ 20.00	73283
22021006000	$ 20.00	73283
22021009000	$ 20.00	73283
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Total:	**$**	**280,700.00**	**Record Count:**	**14,035**

NEVADA COUNTY PUBLISHING COMPANY

South Lake Tahoe, CA

AFFIDAVIT OF PUBLICATION

Tahoe Daily Tribune

Customer Account #:
Reference: 4CD01 Public Hearing - Snow Removal Equipment

Legal Account
CITY OF SOUTH LAKE TAHOE CITY CLERK

County of El Dorado, State of California.
The undersigned, **Bailee Liston**, being the principal clerk of the **Nevada County Publishing Co.** declares that the **Nevada County Publishing Co.** now is, and during all times herein named, was a corporation duly organized and existing under the laws of the State of California, and now is, and during all times herein named was the printer of **Tahoe Daily Tribune**, a newspaper of general circulation, as defined by section 6000 of the Government Code of the State of California, printed and published daily (Sundays excepted) in the City of South Lake Tahoe, County of El Dorado, State of California, and that affiant is the principal clerk of said Nevada County Publishing Co.
That the printed advertisement hereto annexed was published in the said Tahoe Daily Tribune, for the full required period of **1** time(s) commencing on **22 Apr 2022,** and ending on **22 Apr 2022,** all days inclusive.

I certify, under penalty of perjury, the forgoing is true and correct.

Signed: *Bailee Liston*

Proof and Statement of Publication

Ad #: 211787

Notice of Public Hearing
City of South Lake Tahoe City Council

NOTICE IS HEREBY GIVEN that the City of South Lake Tahoe City Council will conduct a public hearing on **May 3, 2022, at 9:00 a.m.,** or as soon thereafter as possible, at City Hall, City Council Chambers, 1901 Lisa Maloff Way (formerly Airport Road), South Lake Tahoe, to consider the following agenda item:

Annual Public Hearing for Continued Snow Removal Equipment Purchase Funded Through the Existing County Service Area No. 3 Parcel Assessment.

Any interested person may appear at the public hearing and speak in favor or against this item. Written testimony may be delivered at, or prior to, the Public Hearing addressed to the City Council in care of the City Clerk PublicComment@cityofslt.us or at the address listed below.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City Council page of the City's website www.cityofslt.us or by contacting the City Clerk.

/s/ Susan Blankenship
Elected City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150
(530) 542-6005

Published: April 22, 2022

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 16

Agenda Item: Professional Services Agreement with Ralph Andersen & Associates for Classification and Compensation Study

Executive Summary: At the February 1, 2022 Council meeting, Council approved a Request for Proposals (RFP) for a classification and compensation study. The purpose of this project is to define job types and how much those jobs should pay to ensure employees are paid in a manner that is fair, strategic, and competitive within a given market. Staff conducted the RFP and received two proposals. After evaluation the selected firm is Ralph Andersen & Associates. Staff is requesting Council award the contract to Ralph Andersen & Associates in an amount not to exceed $84,500.

Requested Action / Suggested Motions: 1) Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Ralph Andersen & Associates for Classification and Compensation Study in an amount not to exceed $84,500; and 2) Pass a Resolution allocating $84,500 from undesignated funds from the 2021-2022 fiscal budget for this project.
Responsible Staff Member: Tom Stuart, Assistant to the City Manager II

Responsible Staff Member: Tom Stuart, Assistant to the City Manager II (530) 542-6052

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

Attachments:

01-Staff_Report_-_Classification___Compensation_Study.docx
02-Resolution-Award_of_Classification_and_Compensation_Study.docx
03-RFP 2022-03-07 Classification and Compensation.pdf
04-Professional Services Agreement with Ralph Andersen & Associates.docx

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

Meeting Date: May 3, 2022

Title: Professional Services Agreement with Ralph Andersen & Associates for Classification and Compensation Study

Location: Citywide

Responsible Staff Member: Tom Stuart, Assistant to the City Manager II (530) 542-6052

Background: A classification and compensation strategy, which defines the types of jobs and how much those jobs will pay is the framework set up to make sure we manage job classifications and pay employees in a manner that is fair, strategic, and competitive within a given market.

The classification study would review and analyze what the staff member is actually doing and make a recommendation of the classification that should be assigned.
The analysis would include meeting with staff, City leadership, and collective bargaining units about the study.

At the completion of the study staff will bring forward the findings to Council for discussion and direction with regards to an ongoing classification and compensation strategy.

At the February 1, 2022 Council meeting, Council approved an RFP for a classification and compensation study.

Issue and Discussion: The City issued an RFP through Planet Bid on Feb 3, 2022, the RFP closed on March 4, 2022.

The City received two proposals for consideration.

1) Gallagher
2) Ralph Andersen & Associates

Procedures for Proposal Evaluations

The City has standard policies and procedures in place for conducting thorough evaluations of proposals. First, the categories and scoring criterion, including points available for each category is described clearly so that bidders are able to identify the categories of the highest point value and thus, prepare their proposal accordingly. Secondly, a cross section of staff from various departments including Human Resources, City Manager's Office and Finance were selected to perform an independent evaluation of the proposals.

Each proposal was scored on the following criteria:

1) Responsiveness of the Proposal based on the bidder's compliance with the requirements of the proposal. (Pass or Fail)
2) Cover letter introducing the company and summarizing key aspects of services to be provided. (0-5 points)
3) Executive Summary based on the bidder's ability to describe the overall approach. (0-10 points)
4) Company History, Background and Experience (0-20 points)
5) Scope of Work/Implementation (0-35 points)
6) Project Budget (0-25 points)
7) References (0-5 Points)

Evaluation Results:

Bidder Overall Average Score (100 pts possible)

1. Ralph Andersen & Associates	91.33
2. Gallagher	76.66

Utilizing the evaluation method and criteria described above the reviewers have scored Ralph Andersen & Associates as the highest scoring participant.

Staff is requesting Council to award the contract to Ralph Andersen & Associates in an amount not to exceed $84,500.

Financial Implications: Staff is requesting the amount of $84,500 to be allocated from the 2021-2022 General Fund Undesignated Excess Reserves to account 100-01320-42020 to do a complete classification and compensation study.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

Appropriating $84,500 from General Fund Undesignated Excess Reserves for Professional Services Agreement with Ralph Anderson & Associates for Classification and Compensation Study

BACKGROUND

A. On February 1, 2022, Council approved staff to conduct an RFP for a Classification and Compensation study.

B. Staff received two responses to the RFP for a Classification and Compensation study.

C. Three reviewers representing various departments performed an independent evaluation of the proposals and recommend Ralph Andersen & Associates as the highest scoring participant bidder.

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 $84,500 in General Fund Undesignated Excess Reserves to account 100-1320-42020
2. Authorizes any other action be taken to implement the above.

Adopted by the City of South Lake Tahoe City Council on May 3, 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

"making a positive difference now"

REQUEST FOR PROPOSALS

Classification and Compensation

RFP # 2022-03-07

SUMMARY

The City of South Lake Tahoe is requesting proposals from qualified interested, highly qualified consulting firms to conduct a comprehensive citywide classification and compensation study.

Proposals are due on or before **March 4, 2022 no later than 5:00 p.m.** (Pacific Standard Time) at City offices (1901 Lisa Maloff Way, Suite 205, South Lake Tahoe, CA 96150). Proposals received after the deadline will not be accepted. Proposals and required copies must be submitted by U.S. mail, personal delivery or Electronic submittal through Planet Bids portal. E-mail submission will not be accepted.

City of South Lake Tahoe
Attn:
Tom Stuart
1901 Lisa Maloff Way, St 205
South Lake Tahoe, CA 96150

Read this RFP document carefully as the award will be given to the most "responsible and responsive" Proposer responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

TIMELINE OF CRITICAL DATES

Release of RFP	**February 3, 2022**
Deadline for Question Submittal via Planet Bids	**February 14, 2022**
RFP Answers Available	**February 11, 2022**
RFP submittals DUE	**March 4, 2022, 5:00 PM**
Selection Committee Review Period/Interviews	**March 21, 2022 – March 25, 2022**
Recommendation of finalist	**March 28, 2022**
Review and approval by City Council	**April 2022**
Service Agreement Start Date	**April 18, 2022**

SUBMITTAL PROCEDURES

1. Register with the City

All Proposers **must** complete a "Vendor Information Sheet" to be entered in the City of South Lake Tahoe Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the City's Vendor Database to be notified of such addenda
To register, go to: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Number of Copies

The Proposer must submit in a sealed package(s) one (1) "Original", and four (4) complete copy sets of the "Original" response or submit through Planet Bids on-line portal. Proposals shall not be e-mailed or faxed to the City. **Proposals not received by the date and time specified in this RFP, will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the Proposer to pick up following a review and selection of the firm(s).

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no handwritten proposals will be accepted). There are no requirements on font size, type or style requirements.

Not Bound: Proposals shall not be bound with anything other than a clip or staple to allow the City to make additional copies as needed. No comb binding or permanent binding is permitted.

4. Submittal Deadline

Response to this RFP is due on or before **03/04/2022 no later than 5:00 p.m.** (Pacific Standard Time) at City offices (address below) or through Planet Bids on-line portal. Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic mailed (e-mail) submission **will not** be accepted. Submit Proposals to:

City of South Lake Tahoe
Attn:
Tom Stuart
1901 Airport Road, Suite 205
South Lake Tahoe, CA 96150

5. Selection Process

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City.

The Selection Committee will utilize the Evaluation Method and Criteria described on page 10 of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview and may conduct a site visit to Proposers claims office. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/City Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

6. Professional Services Agreement

The Professional Services Agreement with the selected Proposer will within 30 days of award of contract. The selected Proposer will be required to sign the City's Standard Professional Services Agreement. A sample of this Agreement is attached hereto as Exhibit B, and the City reserves the right to amend or edit this Agreement however it sees fit.

7. Reservations

a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.

f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Local Business Preference (applies to RFP's over $50,000 only)

a) The City shall apply a five percent discount to all local businesses which submit proposals for services for The City of South Lake Tahoe. The City shall evaluate the local businesses' proposals as though the proposal had been submitted at a cost of five percent lower than the cost submitted.

b) Local Business shall mean a business which maintains its principle place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principle place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

9. Bidder's Security

a) When deemed necessary, bidders security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

8. Background

The City of South Lake Tahoe includes a population of about 24,000. It is located in the beautiful Sierra Mountains, on the edge of Lake Tahoe. "America's All Year Playground" is located on border of California and Nevada, approximately 90 miles East of Sacramento. Founded in 1965. The City of South Lake Tahoe is a general law city with a council-manager form of government. The City employs approximately 203 allocated full-time positions, and approximately 15-30 part-time seasonal/temporary positions. .

Although the last compensation study included health, dental, and vision was completed in 2018. The compensation study overview provided a high-level overview of the methodology we used to select comparator agencies (geography, labor market). The last full compensation and classification study was conducted in 2007. Over the last several years, the City has internally reviewed and adjusted individual positions and created new classifications as needed. A complete list of all classifications is found as Attachment 1A. The job descriptions may be found on the City's website at: https://www.governmentjobs.com/careers/slaketahoe/classspecs .

The City's employees are divided into seven categories: Unrepresented (department heads, confidential management employees), Administrative & Confidential (salaried, Local #39), General and Public Works (hourly, Local #39), Police Officer's Association (POA), Police Employees Association (PEA), Police Supervisors Association including Battalion Chief (PSA), and Fire Employees Association (Fire).

All positions, salaries, and salary tables are authorized through a Salary Resolution adopted by City Council annually, changes in pay schedules, reorganization, and/or other actions requiring council action.

The City has reduced and increased employees and experienced changes in levels of service. As such, duties and responsibilities that were previously shared with multiple positions have been combined and re-allocated. Though the City has provided regular salary range increases, citywide salary surveys have not been conducted on a regular basis. The City seeks to revise outdated classifications and maintain a competitive salary structure so that it can recruit and retain a quality labor force.

9. Objective

The City of South Lake Tahoe is requesting proposals from interested, highly qualified consulting firms to conduct a comprehensive citywide classification and compensation study.

Our desire is to secure a firm who will review the existing job descriptions and compensation system including all benefits, analyze the current jobs performed by employees, determine the market compensation for each position, establish the market value of the employee benefits package and provide a market analysis of the total compensation including salary and benefits. We expect the consultant to make recommendations for adjustments to compensation and benefits resulting from internal salary compaction, increased duties that do not warrant a reclassification, or a significant lag to comparable internal positions.

The selected consultant will work directly with the Human Resources Manager, department heads, and bargaining units for all activities involved with this project. The following activities and/or deliverables are to be included in the study, consistent with the Scope of Work as detailed:

Classification Study Activities:

- Initial Document Reviews and Meetings with Staff
- Orientation Meetings with Employees
- Distribution of Job-Related Questionnaires
- Analysis and Data Review
- Employee/Supervisor/Management Interviews
- Informal Appeal Process
- Project Team Meetings

Classification Study Deliverables:

- Classification Concept/Preliminary Allocation
- Draft Class Description
- Finalized Classification Plan
- Draft Interim Report
- Final Report

Compensation Study Activities:

- In Partnership with Bargaining Units, Identify Comparator Agencies, Benchmark Classes, Benefits
- Compensation Data Collection
- Internal Relationship Analysis/Internal Alignment
- Analysis and Data Review
- Formal Appeal Process
- Project Team Meetings

Compensation Study Deliverables:

- Draft Compensation Findings
- Salary Structure Recommendations
- Update Citywide Job Class Specifications and Job Descriptions
- Draft Final Report
- Final Report
- Presentation to City Council

The City desires proposals from firms having specific experience and qualifications in conducting classification and compensation studies. For consideration, proposals must contain evidence of the proposer's experience and abilities in the specified area and other disciplines directly related to the proposed services. All proposers shall provide profiles and resumes of the staff to be assigned to the project.

The City intends to select one firm to provide this service. The City reserves the right to waive any and all requirements for this proposal process.

SCOPE OF SERVICE

10. <u>Scope of Work to be Performed</u>

Classification

- Review all job class specifications and revise where necessary. Confirm legal compliance with federal and state labor and employment laws, including Fair Labor Standards Act (exempt/non-exempt) and Americans with Disabilities Act. Update technical requirements where necessary.
- Verify accuracy of comparable classifications by reviewing job specifications from labor market agencies.
- Confirm validity of current job families, classification series, and career ladders to ensure accuracy of internal alignments.
- Draft and submit up-to-date and accurate job class specifications for all classifications including seasonal part-time, as needed, which uniformly reflect distinguishing characteristics, essential job functions, minimum qualifications, working conditions and physical demands, license requirements, certification requirements, and regulatory requirements.
- Recommend deletion of outdated or unnecessary job classes.
- Assist the City in developing a classification and compensation policy with the goal of providing ongoing structure and consistency for classification and compensation analysis and changes in future years.
- Develop a communication plan regarding the classification and compensation study to include consultation with line managers, supervisors, and employee representatives on the objectives, processes, and progress of the study.
- Facilitate meetings with employees explaining the objectives and processes of the study, including assigning and reviewing Job Analysis Questionnaires (JAQs) as needed.
- Provide progress reports outlining the scope of work completed to date, scope of work completed during the period, and summary statement of project progress.
- Present draft results of the survey to management and bargaining units in a group meeting setting(s).
- Design and conduct an employee review and appeal process including a clear understanding of the process employees must follow and what they should expect in response to their appeal. The process must include direct contact with consultants.

Compensation

- Analyze labor market agencies and, in partnership with City bargaining units, recommend appropriate agencies to include in compensation studies.
- Assist City in developing a compensation philosophy and practices relative to other public jurisdictions.
- Determine the City's current labor market position with regard to salaries and benefits, and propose target compensation goals, while considering the City's financial constraints. Recommend salary range adjustments for classifications, based on study results.
- Considering the City's salary structure and compensation goals, develop a strategy for implementing the results of the study, including how to establish salaries for classifications that are above market. Considering the City's financial constraints, provide multiple options for implementation, including partial and full implementation over a multi-year period. Assist in implementing the results of the study by determining the short and long term fiscal impact to the City for providing market adjustments.
- Conduct a total compensation analysis to provide the City with an accurate assessment of how its compensation plan compares with the selected labor market agencies. The total compensation analysis includes the employer cost for benefits including but not limited to: base salary, cash supplements, certification pay, auto allowance, standby pay, PERS, etc.
- Conduct analysis of employer paid insurance premium contributions for health, dental, vision insurance, life insurance, and short-term disability insurance.
- Conduct an analysis of leave benefits including holidays, sick leave, administrative leave, and

vacation.

- Complete an internal base salary relationship analysis, including the development of appropriate internal relationship and equity guidelines.
- Develop externally competitive and internally equitable salary recommendations for each classification included within the study.
- Train City Staff in the methodology used to systematically assess job classifications in order to maintain internal compensation equity in the future when adding, changing or deleting classifications.

Deliverables

- Reports: Consultant is to provide monthly project status reports to the Human Resources Manager outlining the following information:
  - The specific accomplishments achieved during the reporting period.
  - Specific tasks completed pursuant to the provisions of the contract and the completion of such tasks.
  - The project completion dates for the remaining specific tasks required by the Consultant.
  - Any project component, activity, or problem that could result in a delay of the project.
  - Any current or future changes in project personnel or their assignments.
  - Delays caused by City personnel.

- Benchmark Reports: Benchmarks of project completion are measured by the following deliverables:
  - Completion of all necessary department and employee interviews.
  - Results of data gathering phase.
  - Draft of preliminary finding and recommendations.
  - Staff training on recommendations/systems.
  - Final report of finding and recommendations. (Preliminary if requested.)

PROPOSAL CONTENT REQUIREMENTS

11. Proposal Requirements - All proposals must include the following information and shall be organized as described below.

A. Cover Letter (0-5 points)

The cover letter shall be addressed to Tom Stuart, and at a minimum, must contain the following:
• Identification of Firm, including name, address and telephone number
• Name, title, address and telephone number of contact person during period of proposal evaluation
• A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal
• Signed by person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary (10 points)

The intent of this narrative is to convince the City the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

C. Company History, Background and Experience (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake the project/services for the City of South Lake Tahoe in conformity with the requirements of the RFP.

D. Scope of Work/Implementation (0-35 points)

Describe the Company's general approach to managing the services provided including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages 8-9) Provide a delivery schedule designed to meet the requirements of the City. An implementation time-line from the Company is required. Provide description implementation plan considerations, including timeframes and deliverables for various stages

E. Project Budget (0-25 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which
should be outlined in the Company's cost proposal.

F. Description of Recent Projects/References (0-5 points)

Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation based on the criteria in this Proposal to award the contract/agreement to a selected Proposer. The City may conduct interviews as described on page 4 under Selection Process.

12. <u>Evaluation Criteria</u>

Recommendations for selection will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories, if any.

Criteria	Points
A. Cover Letter	5
B. Executive Summary	10
C. Company History, Background & Experience	20
D. Scope of Work/Implementation	35
E. Project Budget	25
F. Description of Recent Projects/References	5

Exhibit A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the day of 202X

by and between the **City of South Lake Tahoe**, a municipal corporation ("City")

and ("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

   n of the Agreement and continue for years.

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

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 Lisa
Maloff Way
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 Consultant:

Provide a copy to:

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: CONSULTANT:

By By

City Manager Name, Title

Date Date

APPROVED AS TO FORM:

By City Attorney

ATTEST:

By City Clerk

Attachments:
Exhibit A – Scope of Services

Business License #

Date

Date

Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed) $ Hourly Rate: $ /hour

Travel and out-of-pocket expenses $ (travel is included in the

TOTAL (not to exceed amount)

TOTAL (not to exceed) $

TIMELINE

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.

Consul
tant:

Name,
Title

By:

Attachment 1A

Position	Department
ASSISTANT CITY ATTORNEY	CITY ATTORNEY
CITY ATTORNEY	CITY ATTORNEY
PARALEGAL	CITY ATTORNEY
RISK MANAGER	CITY ATTORNEY
ASSISTANT CITY CLERK	CITY CLERK
CITY CLERK	CITY CLERK
ASST TO THE CITY MANAGER I	CITY MANAGER
CITY MANAGER	CITY MANAGER
COMMUNICATIONS & PROJECT SPEC	CITY MANAGER
ADMINISTRATIVE CLERK I	Development Services
ASSISTANT PLANNER	Development Services
BUILDING INSPECTOR	Development Services
BUILDING OFFICIAL	Development Services
DIR OF DEVELOPMENT SERVICES	Development Services
HOUSING INSPECTOR	Development Services
HOUSING MANAGER	Development Services
PERMIT CENTER TECHNICIAN	Development Services
PLANNING MANAGER	Development Services
PRINCIPAL BUILDING INSPECTOR	Development Services
PROGRAM COORDINATOR	Development Services
ACCOUNTANT I	Finance
ACCOUNTANT II	Finance
ACCOUNTING TECHNICIAN I	Finance
ACCOUNTING TECHNICIAN II	Finance
ADMINISTRATIVE CLERK	Finance
DIRECTOR OF FINANCE	Finance
FINANCIAL SERVICES SUPERVISOR	Finance
INFORMATION SYSTEM TECHNICIAN	Finance
INFORMATION SYSTEMS SUPERVISOR	Finance
NETWORK SYSTEM ADMINISTRATOR	Finance
PRINCIPAL MANAGEMENT ANALYST	Finance
SUPERVISING ACCOUNTING TECH	Finance
CAPTAIN/PARAMEDIC	Fire
EXECUTIVE ASST TO THE FIRE CHF	Fire
FIRE BATTALION CHIEF	Fire
FIRE CAPTAIN	Fire
FIRE CHIEF	Fire
FIRE ENGINEER	Fire
FIRE ENGINEER/PARAMEDIC	Fire
FIRE SAFTY INSPECTOR I	Fire
FIREFIGHTER	Fire
FIREFIGHTER/PARAMEDIC	Fire
ASST TO THE CITY MANAGER II	HUMAN RESOURCES
H.R.ANALYST	HUMAN RESOURCES
ADMINISTRATIVE ASSISTANT I	Parks & Rec
CASHIER I	Parks & Rec

Position	Department
EVENTS COORDINATOR	Parks & Rec
HEAD CASHIER	Parks & Rec
MAINTENANCE MANAGER	Parks & Rec
MAINTENANCE TECH II	Parks & Rec
MAINTENANCE TECH IV	Parks & Rec
MAINTENANCE TECH LEAD	Parks & Rec
PARK ATTENDANT II	Parks & Rec
PARKS & REC DIRECTOR	Parks & Rec
POOL LIFEGUARD	Parks & Rec
REC COORD TEMP	Parks & Rec
RECREATION INSTRUCTOR	Parks & Rec
RECREATION MANAGER	Parks & Rec
ADMINISTRATIVE ASSISTANT II	Police
BACKGROUND INVESTIGATOR TEM PT	Police
CHIEF OF POLICE	Police
CODE COMPLIANCE INVESTIGATOR	Police
COMMUNITY SERVICE OFFICER	Police
DISPATCHER TRAINEE	Police
LEAD COMMUNITY SRVC OFFICER	Police
POLICE LIEUTENANT	Police
POLICE OFFICER	Police
POLICE RECORDS SUPERVISOR	Police
POLICE RECORDS TECHNICIAN	Police
POLICE SERGEANT	Police
PROPERTY/EVIDENCE TECHNICIAN	Police
PUBLIC SAFETY DISPATCHER	Police
PUBLIC SFTY DISPATCH SUPERVSR	Police
RESERVE ANNUITANT PERSABLE	Police
SENIOR PROPERTY/EVIDENCE TECH	Police
AIRPORT MAINTENANCE SUPERVISOR	Public Works
AIRPORT MANAGER	Public Works
ASSOCIATE CIVIL ENGINEER	Public Works
CAPITAL IMPROVEMENTS PROJ MGR	Public Works
DIRECTOR OF PUBLIC WORKS	Public Works
ENGINEERING MANAGER	Public Works
ENGINEERING TECHNICIAN	Public Works
EQUIPMENT MECHANIC II	Public Works
EQUIPMENT MECHANIC III	Public Works
FLEET CONTROL SPECIALST	Public Works
GIS ANALYST	Public Works
INTERN	Public Works
MAINTENANCE TECH III	Public Works
MAINTENANCE TECH V	Public Works
OFFICE MANAGER	Public Works
RESIDENT ENGINEER/RES INSPCTR	Public Works
SENIOR SNOW REMOVAL EQUIP OP	Public Works
STORM WATER PROGRAM COORDIN	Public Works

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the Third day of May 2022 by and between the City of South Lake Tahoe, a municipal corporation ("City") and Ralph Andersen & Associates ("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 completion of project.

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 $84,500 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 from 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 Lisa Maloff Way
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 Consultant:

Provide a copy to: Heather Renschler, President/CEO
Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
d Rocklin, CA 95765

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.

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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.

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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_____
Devin Middlebrook, Mayor
Date _____

CONSULTANT:

By _____
Heather Renschler, President/CEO
Date _____

Business License # _____

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

Project Understanding

The City of South Lake Tahoe is interested in conducting a Classification and Compensation Study involving all City employees and job classifications.

To ensure that the City's objectives are met, the following key study components and anticipated end-products are included in the work plan developed by Ralph Andersen & Associates.

- Conduct a meeting with City representatives at project initiation to confirm the study goals, objectives, and deliverables
- Conduct briefing sessions with employees at the beginning of the study to explain the study process and answer questions
- Conduct an extensive review of background documents
- Distribute job analysis questionnaires and conduct supplemental interviews with a sampling of employees in the study
- Develop classification recommendations, FLSA designations, and update job descriptions
- Conduct a classification review and appeal process to fully resolve all classification issues and recommendations
- Review historical practices and recommended survey agencies, survey job classifications, and identify data collection needs
- Conduct a custom salary and benefit survey and analyze the market data
- Conduct internal relationship analyses, survey benchmarking, and develop salary range recommendations for all City job classifications
- Develop draft and final reports incorporating all study recommendations and supporting data including implementation plans
- Present the findings to managers, employees, labor representatives, project committees, and the City Council, as needed.

Ralph Andersen & Associates has a strong commitment to develop and implement customized and tailored classification and compensation systems. While we have broad expertise and experience from hundreds of successful consulting assignments, we are committed to a "customer service" approach to all of our client engagements. This assures the preparation of study end-products that are uniquely customized to the City of South Lake Tahoe.

Ralph Andersen & Associates will apply several technical and administrative methodologies in creating the City's updated compensation systems. An overview of all key methodologies is described below.

Background Data Analysis

The consultant team will identify a wide range of background data that will be collected from the City as part of the study. The consultant team will provide the City with a complete list of background needs upon initiation of the project.

Materials collected and reviewed during this initial stage of the project will, at a minimum, include:

- Organization charts
- Planning documents
- Existing class specifications
- Budgets
- Current pay plan and related salary schedules
- Benefits summaries
- Memorandums of Understanding
- Relevant administrative rules and procedures.

These materials provide an understanding of the City's personnel system and of current applicable policies and procedures.

Job Analysis Questionnaires

Project consultants will distribute a Job Analysis Questionnaire (JAQ) to all study employees identified for analysis in the classification phase of the study. Two versions of the questionnaire will be used with one focusing more on job description updates while the other will be used for more detailed analysis of issue areas. The questionnaire provides an opportunity for employees to fully describe the duties and responsibilities of their position and provides the information necessary to resolve classification issues including job function consolidation resulting from workforce reductions. The questionnaire is also designed to record data regarding other job-related information such as the knowledge, skills, abilities, and physical requirements necessary to perform the work, as well as supervisory and managerial responsibilities.

Each questionnaire will be reviewed by the employee's supervisory and managerial staff to ensure completeness and accuracy. Once completed, they will be forwarded to the consultants for examination prior conducting job analysis interviews. The questionnaire will be distributed and explained in detail during an employee briefing session at the initiation of the project. All questionnaires used by Ralph Andersen & Associates can be tailored to the specific objectives of the study and the unique organizational characteristics of the City.

Job Analysis Interviews

As a supplement to the questionnaires, project consultants will conduct interviews with at least one employee in each classification, a sampling of employees in multiple position classifications, all

employees requesting an interview, and employees where significant classification issues are identified during project initiation tasks. This will ensure that the consultants are able to obtain information regarding any existing job classification issues as well as confirm job duties and tasks performed.

Compensation Policy Development

This methodology relates to the identification and documentation of the City's compensation philosophies, policies, and procedures. The consulting team will confirm specific policies, both implicit and explicit, and assess their impact on the City's overall ability to attract, recruit, employ, advance, and retain high quality personnel. These policies and practices will include the relative labor market position the City seeks to maintain in the competitive labor market, the types of employers with which the City chooses to compete, and the relative importance placed on internal equity vs. market forces in the development of the salary plan. This assessment can be conducted through meetings with managers or with broader input using a workshop session that includes project team members, managers, labor representatives, and the City Council.

Compensation Data Collection and Analysis

The methodology utilized in collecting and analyzing compensation data involves an extensive process to ensure accuracy, reliability, and completeness. Ralph Andersen & Associates does not rely on published or previously collected data; all data is collected personally by the consulting team, who have, based on the classification analysis, an in-depth knowledge and understanding of the survey classifications.

Supporting our approach to labor market surveys, this component of the study will include the development of a comprehensive survey packet, the collection of base salary, salary structure, and optional total compensation data through written and electronic materials and telephone calls, and the analysis of the data at the survey market mean, median, and requested percentiles.

Project Tasks

Task 1 – Project Kick-off Meetings

The consultants will begin all administrative and coordinative efforts in support of the project initiation meetings and briefings. Among other things, this will include:

- Preparation of a project schedule
- Identification and review of background data including existing class specifications, organization charts, budgets, employee listings, salary schedules, and related information
- Identification of scheduling parameters for meetings and interaction with various City employee groups.

This initial step in the study process will be used to identify significant classification and compensation concerns that should be addressed during the course of the study. The consultants will discuss the best

approach for identifying issue areas including an independent assessment of the current classification plan by the consultant, input by human resources staff, and input from managers, labor representatives, and other stakeholders.

The consultants will meet with the City's project manager and other staff as appropriate to ensure a full understanding of project objectives and deliverables. The project work plan and schedule will be adapted to achieve the objectives.

Initial project meetings will also include employee orientation and briefing sessions in relation to the study process, timing, and objectives.

Task 2 – Employees Complete Questionnaires

The JAQ provides employees with an opportunity to describe the duties and responsibilities of their positions with an emphasis on job related information such as knowledge, skills, abilities, and physical capabilities required to perform the work assigned. Space is also provided on the questionnaire for employees to make any additional comments they wish. The completed questionnaires are reviewed by supervisory and managerial staff, with space provided for their comments. A short form questionnaire will be available to all employees to provide updated information regarding assigned duties. A more detailed questionnaire will be used for positions and classifications where specific issues or questions have been identified. A sample JAQ is provided in Appendix B.

Task 3 – Conduct Job Analysis Interviews

Prior to conducting interviews, the consultants will thoroughly review the completed questionnaires. The consultants will evaluate position duties and responsibilities, classification series, class titles, job families, reporting relationships, and internal relationships. Based on this preliminary analysis, the project team will identify areas of concern that will be clarified or probed during the job analysis interviews.

The consultants will assume responsibility for the preparation of the employee interview schedule. The City's Project Manager, or designee, will be responsible for scheduling interview rooms, notifying employees, and related coordinative activities. We anticipate interviewing at least one person from each job classification, all employees where significant position classification issues exist, and a sampling of employees beyond the issue areas.

Task 4 – Prepare and Review Preliminary Classification Report

With the completion of the employee interviews, a preliminary classification report will be prepared. Key components of the preliminary report will include:

- Identification of all key issues identified in the classification analysis
- Recommended job titles
- Employee allocations.

In preparing the preliminary classification report, each position is analyzed according to the criteria set forth at initial review meetings. Such criteria typically will include factors relating to job knowledge, experience, training, decision making, management control, working conditions, and outside contacts. Like positions are grouped into tentative classes forming the basis for initial class definition.

The preliminary classification report will be reviewed with key management staff prior to preparing class specifications. Because the concepts provide the foundation for the resulting classification plan, management review of the recommendations in their respective areas of responsibility is essential.

Task 5 – Prepare Class Specifications

Once the preliminary classification recommendations have been reviewed, the project consultants will revise, update, or create new class specifications based on the issues identified in previous tasks. The City's current job description format will be maintained as appropriate. The class specifications will be drafted and undergo a management/employee review process to ensure they accurately and adequately describe the scope of responsibilities. Once finalized, they will be provided to the City in both an electronic and hard-copy format. This process will include FLSA analysis and designation.

Task 6 – Undertake Management/Employee Review Process

As an important component of the overall classification study, the project consultant team will provide additional opportunities for employee participation and input through the conduct of an employee review process. These steps will (1) build and facilitate the City's understanding of the newly developed classification plan, (2) enhance employee commitment and understanding of the recommended system by giving each employee the opportunity to comment on the system and (3) ensure that the consultants receive as much information as possible regarding the nature and responsibilities of the various positions in order to make appropriate and equitable final classification recommendations. The various subtasks within this portion of the project are as follows.

Task 6.1 – Distribute class specifications to all employees included within the study scope – Each employee will receive an individual copy of the specification for the class to which his/her position has been allocated along with a Position Allocation Notice and Employee Review Form. This will provide employees with an opportunity to review and comment on their proposed classification and allocation. These comments will then be forwarded to management for review and comment.

Task 6.2 – Review written comments received from employees – All written comments or suggestions from employees regarding the recommended class plan will be thoroughly reviewed and analyzed by the project consultants. Based upon written responses received, the consultant team will incorporate appropriate suggested revisions into the final classification plan.

Task 6.3 – Conduct follow-up telephone interviews as necessary – Based upon the analysis of written comments forwarded to the project consultants and where consultant staff needs further information prior to finalizing

recommendations, follow-up interviews will be conducted by the project consultants with individual employees. This step will further clarify and refine any remaining problems or issues.

This task will further include any additional informal appeal processes/steps established or desired by the City.

Task 7 – Finalize the Classification Recommendations

With the completion of the employee appeal process, the consultants will finalize all classification study recommendations. Supporting the finalization of the classification plan, each employee who submitted a notice for review will receive a direct response from the project consultants. This response will specifically outline the consultant's understanding of the employee's concern, specify the steps taken to resolve the concern, and indicate to the employee the substance of the consultant's final recommendation.

Task 8 – Discuss and Document Compensation Policy

The City's compensation policy directly impacts all study end-products resulting from the compensation components of the analysis. As a starting point for this phase of the study, therefore, we propose that the consulting team meet with key management staff to clarify and confirm the City's compensation policy. Important considerations to be discussed include historical practices, recruitment and retention issues, pros and cons of the current compensation system, and reliance on external market data versus internal equity for purposes of setting salaries. The consultants will work with appropriate City representatives to determine comparison agencies and the scope of compensation data to be collected. Our proposal includes the tasks necessary to identify comparable employers and conduct a custom market survey.

Our analysis of the potential and recommended survey employers will be documented in a memorandum report after consultation with appropriate City representatives. If desired, the consultants can conduct a workshop session that identifies labor market selection parameters, options, and pros/cons of different market approaches. The draft labor market recommendations will be reviewed by appropriate City representatives so that all questions and issues are resolved. In that these decisions directly impact the parameters of the market survey, as well as the design and structure of the resulting compensation plan, our suggested approach recommends that these study tasks occur prior to the collection and analysis of the market data.

Task 9 – Collect Compensation Data

After the compensation policy discussion, the consultant team will collect and analyze the compensation data. Our proposed approach would include:

- An initial contact to each labor market employer included in the study to explain the purpose and scope of the survey and confirm cooperation.

- The collection and analysis of source documents from each survey agency including position control documents, job descriptions, salary schedules, benefit summaries, and MOUs.
- The confirmation of all compensation data through telephone calls, email, and other means. This will assure that comparability is established and that all compensation data is factual and complete.

The compensation survey elements will be discussed and confirmed with the City before the survey is initiated.

Task 10 – Compile and Format Compensation Data

The salary data, once collected and thoroughly reviewed for completeness and accuracy, will be appropriately formatted and the results tabulated in a consistent and uniform manner by the project consultants. The analysis will include pay structure trends and base salary analysis to ensure all appropriate comparison criteria is available for developing recommendations. Through the use of spreadsheet applications developed by our office, it is anticipated that standard formulas will be applied in the calculation of the survey data mean, median, and selected percentiles, with the corresponding percentage relationship to the market data also calculated. Data presentation will be customized to fit the City's objectives.

Task 11 – Audit and Finalize Compensation Data

Prior to developing specific salary recommendations, the consultants will thoroughly review and audit the collected survey data. This will include a detailed analysis of data reliability, comparability, statistical validity, and consistency. This audit will be conducted by the Project Manager independent of the consultant who collected that data. This will ensure that the most accurate and defensible survey data is utilized in comparing the City's compensation plan to the pay practices of the labor market. This analysis will also include the preparation of graphs and other presentation materials to aide in understanding the market relationships broken down by employee/bargaining group.

Task 12 – Conduct Internal Relationship Analysis

This task will include the development and application of an appropriate job evaluation methodology in order to meet with the City's policy objectives and comply with local laws, rules, and regulations. The firm has a number of job evaluation systems available and will recommend and adapt the methodology that best aligns with the City's historical practices and policy objectives.

Using the results of the job evaluation analysis, the consultants will analyze internal pay relationships. The internal pay relationship analysis will involve a number of steps in order to arrive at sound and equitable relationships for the new compensation plan. Among others, the most important of these will include:

- Analysis of existing and historical pay relationships

- Development of consistent, uniform, and realistic guidelines for determining internal relationships
- Recommendation of equitable and appropriate internal relationship differentials based on the above.

In developing consistent internal relationship guidelines, the results of the job evaluation tasks will be used to determine an equitable pay structure. Since the balance of market values versus internal values can be a policy issue, options and methodologies for achieving an appropriate balance of internal and external salary equity will be reviewed with the City before developing the salary range recommendations.

Task 13 – Develop Salary Recommendations

Based upon the results of the internal relationships analysis and the labor market survey, the project consultants will develop salary recommendations for all job classes included as a part of the study process. These salary recommendations will clearly document the means of determining the appropriate pay range and the computation of the dollar and percentage difference between the current maximum salary and the recommended maximum salary.

Before finalizing the recommendations, a careful audit of the results will be undertaken to ensure that internal salary compression or compaction does not result.

Task 14 – Develop Implementation Strategy Options and Compute Implementation Costs

Recognizing that public agencies often have limited funds available for implementation, the project consultants will develop several strategies for implementing the recommended salary structure. Such strategies will address:

- The placement of individual employees into ranges and steps
- Implementation phasing according to the needs and priorities of the City
- Integration of the study recommendations with the balance of the City's human resource management system including recruitment, selection, and performance appraisal.

The cost estimates will reflect City-wide impacts, as well as impacts on individual employees. The cost estimates will serve as a basis for the City to make necessary policy decisions to implement the compensation system in an orderly and effective manner.

Task 15 – Prepare and Review Preliminary Report

The Preliminary Report documents all classification and compensation study recommendations and the supporting information used for developing the recommendations. Specifically, the Preliminary Report will include the following:

- The City's documented compensation policy including survey agencies and survey classifications
- Results of the labor market salary survey using tables and graphs
- Documentation of selected benchmark classifications and the related job families
- Appendices containing detailed labor market data sheets, recommended salary schedules, and supporting documentation.

The project consultants will conduct an in-depth review of the Preliminary Compensation Report with the City. Any needed corrections, clarifications, or modifications will be discussed at this time.

Task 16 – Prepare and Submit Final Reports

The Final Reports will incorporate any appropriate revisions identified and submitted during the review of the preliminary reports and will serve as the administrative and procedural manuals for updating and maintaining the classification and compensation plans. The submittal of final reports will also include on-site presentations to managers, labor representatives, and the City Council. It is not uncommon for a series of draft reports to be prepared, each incrementally addressing feedback and policy direction by the City. Submittal of the final reports will also include training of City staff as needed.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	$84,500

Hourly Rates:

Project Director	$155/hour
Project Consultant	$135/hour
Research/Support Staff	$85/hour

Travel and out-of-pocket expenses included for virtual meetings*

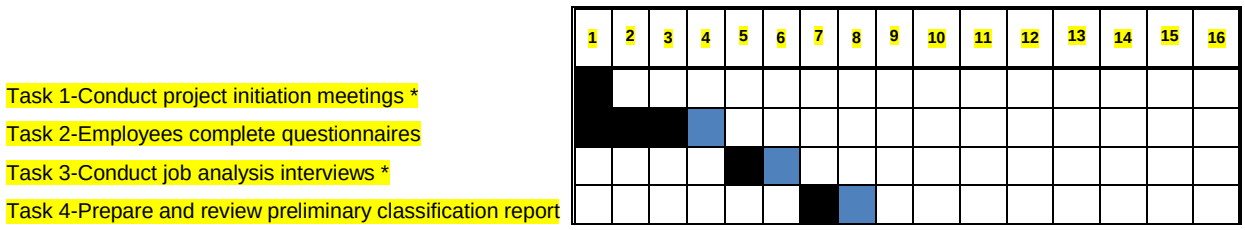
(travel is included in the TOTAL (not to exceed amount)

TOTAL (not to exceed) $84,500

*Any on-site meetings requested by the City would be invoiced at the rate of $1,900 per meeting

TIMELINE

Projects of this nature are highly sensitive. Because of this sensitivity and the anxiety experienced by many employees when going through this type of process, it is beneficial to complete the analysis in the most expedient manner feasible. Assuming full cooperation of the City and the survey agencies, our schedule assumes that all study activities can be completed within sixteen (16) weeks. If this schedule is too aggressive, we can adjust the schedule to fit the City's timing objectives while also allowing additional review time by the City. These studies are typically completed within six months.



Task 5-Prepare class specifications

Task 6-Undertake review process *

Task 7-Finalize classification plan

Task 8-Discuss and document compensation policy *

Task 9-Collect compensation data

Task 10-Compile and format data

Task 11-Audit and finalize compensation data

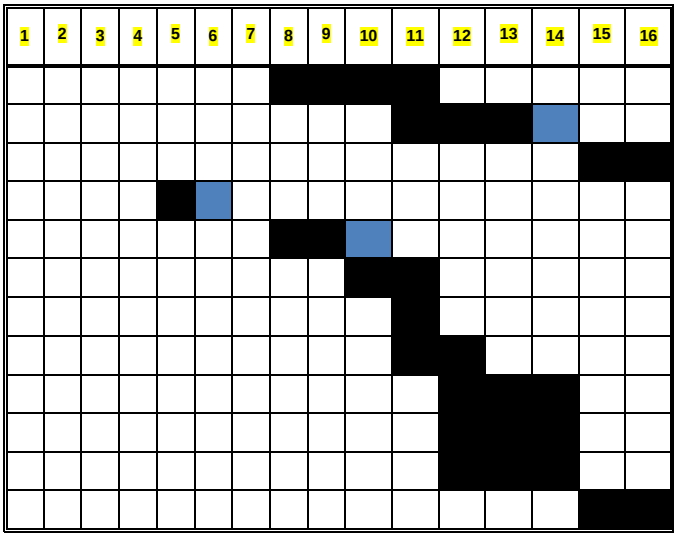
Task 12-Conduct internal relationship analysis

Task 13-Develop salary recommendations

Task 14-Develop implementation strategies

Task 15-Prepare/review preliminary reports *

Task 16-Prepare and present final reports *



* Anticipated on-site meetings; key milestones shown in blue

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:
Heather Renschler, President/CEO

By:_____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 17

Agenda Item: Lease Agreement with Bydand Unlimited Trust for the Bijou Golf Course Parking Lot

Executive Summary: City Council is asked to authorize a new three year lease agreement with Bydand Unlimited Trust for the parking lot adjacent to the Bijou Golf Course. Public access to the parking lot is needed for the City can open the golf course. In 2020 and 2021 the course was closed due to unsafe working conditions and lack of infrastructure to meet public health workplace requirements during the pandemic. The City is prepared to open the golf course pending the execution of the lease for the parking lot with the property owner, Bydand Unlimited Trust. The City has leased this area since 1983 via short-term agreements between one and five years in duration.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the three-year Lease Agreement with Bydand Unlimited Trust for a parking lot for the Bijou Golf Course with rent of $19,161 for 2022 with an annual increase based on the Consumer Price Index.
Responsible Staff Member: Lauren Thomaselli, Parks and Recreation Director

Responsible Staff Member: Lauren Thomaselli, Parks and Recreation Director 530-542-6197

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

Attachments:

01-Staff Report - Lease Agreement - Bijou Golf Course Parking Lot.docx
02-Correspondence to Mary McCall.pdf
03-Proposed McCall Agreement.pdf
04-Exhibit 1 Property Map
05-Proposed City Agreement.pdf

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

Meeting Date: May 3, 2022

Title: Lease Agreement with Bydand Unlimited Trust for the Bijou Golf Course Parking Lot

Location: 3464 Fairway Avenue

Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation
(530) 542-6197

Background: Bijou Golf Course is located at 3464 Fairway Ave. In 1983, the Bijou meadow and golf course was purchased by the City from the Johnson Family (Marjorie, William, and Knox). The agreement provided for the preservation of the Bijou meadow and provision of recreational opportunities, at reasonable rates for residents and visitors. Since 1983, the City and the property owner have maintained a short-term renewable lease agreement for use of a portion of the adjacent land to provide for golf course parking. The location map is attached (04-Exhibit 1). The terms of the lease require the City to pay an annual base rental fee to the owner in exchange for use of the land for the parking lot. The current trustee of the Johnson Family property is Mary Anne Johnson McCall for the Bydand Unlimited Trust.

The previous one-year lease agreement expired on November 15, 2019. In 2020 and 2021, the Golf Course was closed due to the pandemic and lack of infrastructure to provide a safe working environment for staff. During the closure the City received numerous inquiries from the public expressing a desire to re-open the course. As public health conditions improved the City began to take steps to re-open the golf course operation including executing a new lease agreement with Ms. McCall.

On February 9, 2022, staff delivered a new lease agreement (02-Proposed City Agreement) consistent with previous lease terms. The Agreement was sent via FedEX with a postage paid return envelope to Ms. McCall. The package was confirmed delivered on February 11. Staff followed up via phone and text messages on February 18 and March 16 with no response. Staff sent another text on March 31 and received an immediate response in the City Clerk's office from Ms. McCall with a request to meet with the City Manager to discuss the lease terms.

On April 4, 2022, City Manager, Joe Irvin, and Parks and Recreation Director, Lauren Thomaselli, met Ms. McCall at the golf course. Ms. McCall pointed out several maintenance issues she would like to see addressed and included those items as an attachment to her version of a proposed lease agreement (03-Proposed McCall Agreement)

Issue and Discussion: The terms of the Proposed McCall Agreement provide for a twenty-year obligation by the City with no ability to terminate the lease. While the City appreciates Ms. McCall's willingness to commit to a multi-year agreement, the long-term obligation with no "out clause" is not in the best interest of the City's responsibility as stewards of public funds. Additionally, the City Council Strategic Plan includes action items to complete the Bijou/Al Tahoe Area Plan update and to explore alternative uses for the Bijou Golf Course to reach the highest community and environmental benefit to provide access for all. It is not advisable to commit to a 20-year lease before embarking on these efforts.

While the terms of the Proposed McCall Agreement are not advisable, the maintenance items she identifies can be addressed by the City as resources become available and as appropriate if a lease is executed.

The Proposed City Agreement outlines similar terms as previous agreements including a multi-year component with a shorter term to provide the City an opportunity to re-evaluate the Agreement and the potential for future expansion of recreation as identified in the Bijou Al Tahoe Area Plan and Bijou Master Plan Update. Staff recommends Council pass a motion to authorize execution of the Proposed City Agreement with a three-year term beginning 2022 and expiring in Fall 2025 (05-Proposed City Agreement). The shorter term is consistent with past agreements, reduces financial risk, and reflects good stewardship of public funds.

It is important to note that if the owner does not sign a lease agreement with the City to allow use of the parking lot for the Bijou Golf Course, the City will note be able to open the golf course until alternative parking is obtained. Given the current configuration of the Golf Course, there are no suitable alterative parking areas that currently exist.

Financial Implications: A twenty-year analysis completed in 2019 and presented to City Council at the October 15, 2019 Council meeting, indicated the golf course generates approximately $126,000 - $180,000 in annual revenue in a normal season. The 2018 actual expenses totaled $121,465. The normal operating season is generally Memorial Day weekend through October, weather permitting. The fee paid in 2019 as per the Agreement was $19,161. The proposed fee for 2022 and beyond is $19,161 with an annual increase based on the Consumer Price Index. The Agreement provides for an additional fee paid to the owner based on a percentage of the gross revenue. Historically, the golf course has not exceeded the revenue limits that would trigger the additional fee (Section 2 of the Agreement).

Environmental Considerations: This lease agreement is categorically exempt from review under the California Environmental Quality Act (CEQA) because it involves no expansion of use (CEQA Guidelines section 15301 – Existing Facilities), and because the lease will allow for the normal operations of existing facilities for public gatherings for which the facilities were designed (CEQA Guidelines section 15323 – Normal Operations of Facilities for Public Gatherings).

Policy Implications: The proposed three-year agreement will coincide with City Council priorities for Recreation as described in the 2021-2026 Strategic Plan. Specifically, Priority 2 – Recreation and Equitable Access which identifies action items four and five as follows:

- Update the Master Plan for Bijou Park and evaluate the option to include the Master Plan as part of the scope of work for the Bijou/Al Tahoe Area Plan update.
- Explore alternative uses for Bijou Golf Course to reach the highest community and environmental benefit to provide access for all.

Attachment 02

Office of the City Manager
Joseph D. Irvin

February 9, 2022

Mary McCall
5608 Memory Way
Fair Oaks, CA 95628

RE: Lease Agreement for Bijou Golf Course Parking Lot

Dear Ms. McCall,

The City is pleased to propose an opportunity to renew the Agreement for seasonal use of the parking lot for the purposes of opening the Bijou Golf Course this summer. The City's intent is to begin recruitment for seasonal staff as soon as the Agreement is in place. Please review the attached documents and return in the postage paid envelope. Once we receive the signed document and any changes you may suggest we will schedule the item for Council adoption.

A couple of changes the City would like you to consider include:

1) Earlier access to the property for the purposes of preparing the club house and grounds to facilitate the earliest possible opening for the season (April 1 vs May 15)
2) Extending the Term to 3 years (April 1, 2022 through November 30, 2025)

If you have any questions or would like to schedule an appointment to meet please contact my office at (530) 542-6000.

Respectfully,

Joe Irvin, City Manager
City of South Lake Tahoe

LEASE AGREEMENT
BIJOU GOLF COURSE PARKING LOT

This Lease Agreement for the Bijou Golf Course Parking Lot ("Agreement"), entered into on this _____day of _____, 2022 ("Effective Date") by and between the City of South Lake Tahoe, hereinafter referred to as "CITY" and the Bydand Unlimited Trust, by Mary Anne Johnson McCall, Trustee, hereinafter referred to as "McCALL".

RECITALS

WHEREAS, CITY is the owner of the property in South Lake Tahoe, California, containing the nine (9) hole Bijou Golf Course, and

WHEREAS, McCALL is the owner of the adjacent property thereto which contains an area developed and used for vehicle parking in conjunction with said golf course ("Property"), all as generally depicted on Exhibit "1A" attached hereto, and

WHEREAS, CITY has leased the Property, through various short term lease agreements starting on May 3, 2010 (EXHIBIT AA) between Knox Johnson Revocable Trust and the City; and

WHEREAS, the aforementioned short term lease agreement was renewed for further "lease" for the Year 2019 by and between the CITY and Mary Anne Johnson McCall, the Giftee, ie., the new legal owner of said Bijou Golf Course Parking Lot from the Giftor, the Knox Johnson Revocable Trust, by Knox Johnson, Trustee. (Exhibit BB); and

WHEREAS, CITY and McCALL desire to continue the lease arrangement whereby the CITY leases said parking lot in connection with its operation of the Bijou Golf Course.

NOW, THEREFORE, for valuable consideration including the promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Term.

McCALL leases the Property to the CITY for a term commencing on April 1, 2022 and ending on November 30, 2025, for the CITY's use in connection with its operation of the Bijou Golf Course, and public parking for customers during the seasonal eight (8) month period (commencing on April 1 and ending on November 30 of each year) ("Term").

2. Rental Fee.

CITY shall pay McCALL a minimum total annual rental fee of Eighteen Thousand One Hundred Fifty Dollars ($19,161.00). One (1) annual payment shall be made at the rate of $19,161.00 each year commencing on or about April 1, 2022. Payment shall be made no later than the tenth (10th) day of April of each year of this Agreement. A full accounting shall be made of all gross revenues, including all golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage, without offset. If four percent (4%) of the total amount of said accounting exceeds the minimum total annual rental fee paid, the difference between those amounts shall be paid to McCALL no later than November 30th of each

year during the Term of this Agreement, accompanied by a full report of the golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage.

The annual rental fee shall be adjusted beginning April 1, 2023, based upon the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers (San Francisco Index).

The index in publication three (3) months prior to the Effective Date of this Agreement shall be the "base" index. The annual rental fee may be increased by a percentage equal to the percentage increase, if any, to the Index in publication three (3) months prior to the preceding adjustment date. In the event the comparison Index indicates a decrease, the annual rental payment shall remain the same. In no event shall the annual rental payment be reduced, unless mutually agreed to in writing by the parties hereto.

3. Leased Premises.

The Property includes the developed parking area and access from Fairway Drive as more particularly shown on Exhibit ("1A").

4. Use.

This lease is limited to CITY's use for parking of motor vehicles of users of the golf course and for CITY motor vehicles. The Property shall not be used for parking of CITY trucks, tractors or heavy equipment or for CITY storage uses. No temporary or permanent improvements shall be allowed without the prior written consent of McCALL. CITY will repair, keep clean and maintain the Property in good and serviceable condition and provide trash receptacles and service to the Property. In addition, CITY will provide two (2) trash receptacles on the Bijou Golf Course property (outside of the Property) and two (2) portable toilets, both suitable for the use by men and women; allowing that one (1) portable toilet can be placed at the clubhouse and one (1) portable toilet can be placed at another convenient, feasible location at the for use by patrons of the Bijou Golf Course, only. Said portable toilets shall be appropriately screened.

5. Insurance and Indemnity.

CITY shall have full responsibility and liability as to any use of the Property during the portion of the Term between May 15 and November 30 of each year, and shall hold harmless and indemnify and defend McCALL against any claimed responsibility or liability of any sort arising in connection with use of the Property during that time to the maximum extent allowed by law. McCALL shall be covered by or obtain the benefit of the CITY's insurance pool to the extent the CITY is legally and contractually allowed to provide such coverage to McCALL, including the issuance of a certificate of insurance by the CITY.

6. Notices.

Notices under this lease shall be deemed given and received when deposited in the first-class mail, postage prepaid, addressed as follows:

City Manager
City of South Lake Tahoe

Mary McCall
5608 Memory Way

1901 Lisa Maloff Way, Suite 203
South Lake Tahoe, CA 96150

Fair Oaks, CA 95628

7. Entire Agreement.

This Lease Agreement and attached exhibits contain the entire understanding between the CITY and McCALL. All previous proposals, offers and communications relative to this Agreement, whether oral or written are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver, amendment or exception to any of the terms, condition, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by the CITY and McCALL.

8. Venue.

This Lease 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 lease agreement shall be held exclusively in the Unified Courts in the County of El Dorado, South Lake Tahoe Division.

In witness whereof, the parties have caused this agreement to be executed on the date first written above.

City of South Lake Tahoe

_____
Mary Anne Johnson McCall, Trustee
Bydand Unlimited Trust

By: _____
Mayor

Approved as to form:

_____
Attorney for Mary Anne Johnson McCall

Approved as to form:

Attest:

_____
Heather L. Stroud
City Attorney

_____
Sue Blankenship
City Clerk

Exhibit 1A



Document Path: J:\GIS files\GIS_DATA\Facilities\Golf Course\Parking Lot Lease.mxd

SHORT-TERM LEASE AGREEMENT
BIJOU GOLF COURSE PARKING LOT

This agreement is entered into this 3RD day of MAY, 2010, by and between the City of South Lake Tahoe, hereinafter referred to as "CITY" and the Knox Johnson Revocable Trust, by Knox Johnson, Trustee, hereinafter referred to as "JOHNSON".

RECITALS

WHEREAS, CITY is the owner of the property in South Lake Tahoe, California, containing the nine (9) hole Bijou Golf Course, and

WHEREAS, JOHNSON is the owner of the adjacent property thereto which contains an area developed and used for vehicle parking in conjunction with said golf course, all as generally depicted on Exhibit "1" attached hereto, and

WHEREAS, CITY and JOHNSON desire to continue the lease arrangement whereby the CITY leases said parking lot in connection with its operation of the Bijou Golf Course.

NOW, THEREFORE, for valuable consideration including the promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Term.

JOHNSON will lease the described parking lot to the CITY for the CITY's use in connection with its operation of the Bijou Golf Course, and public parking for customers during the seasonal eight (8) month period commencing on April 1, 2010, and ending on November 30, 2010. The terms of the rental agreement may be extended for a period of one (1) year, upon mutual written agreement by both parties.

2. Rental.

CITY shall pay JOHNSON a minimum total annual rental fee of Sixteen Thousand Five Hundred Dollars ($16,500.00). Six (6) monthly payments shall be made at the rate of Two Thousand Seven Hundred and Fifty Dollars ($2,750.00) each month commencing April 2010. Payment shall be made no later that the 10th day of each month. A full accounting shall be made of all gross revenues, including all golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage, without offset. If four percent (4%) of the total amount of said accounting exceeds the minimum total rental fee paid, the difference shall be paid to JOHNSON not later than November 30, 2010, accompanied by a full report of the golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage.

Exhibit A

JOHNSON shall have the right to adjust the monthly rental fee on April 1 of the option year beginning April 1, 2010, based upon the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers (San Francisco Index).

The index in publication three (3) months prior to the effective date of this Agreement shall be the "base" index. The monthly rental fee may be increased by a percentage equal to the percentage increase, if any, to the Index in publication three (3) months prior to the preceding adjustment date. In the event the comparison Index indicates a decrease, the monthly rental payment shall remain the same. In no event shall the monthly rental payment be reduced, unless mutually agreed to in writing by the parties hereto.

JOHNSON shall provide CITY with an annual written notice no later than March 1 of each year of any adjustment to the monthly rental payment that has been calculated in accordance with the preceding paragraph. Said notice shall include a description of the method in which the adjustment was calculated.

3. Leased Premises.

The leased premises include the developed parking area and access from Fairway Drive as more particularly shown on Exhibit "1".

4. Use.

This lease is limited to CITY's use for parking of motor vehicles of users of the golf course and for City motor vehicles. The leased area shall not be used for parking of City trucks, tractors or heavy equipment or storage uses. No temporary or permanent improvements shall be allowed without the prior written consent of JOHNSON. CITY will repair, keep clean and maintain the premises in good and serviceable condition and provide trash receptacles and service to the premises. In addition, CITY will provide two (2) trash receptacles off-premises and two (2) portable toilets, one for men and one for women, handicapped equipped. Said portable toilets shall be appropriately screened.

5. Insurance and Indemnity.

CITY shall have full responsibility and liability as to any use of the premises during the rental period, and shall hold harmless and indemnify and defend JOHNSON against any claimed responsibility or liability of any sort arising in connection with use of the premises during the rental period to the maximum extent allowed by law. JOHNSON shall be covered by or obtain the benefit of the CITY's insurance pool to the extent the CITY is legally and contractually allowed to provide such coverage to JOHNSON, including the issuance of a certificate of insurance by the CITY.

Exhibit A

6. Notices.

Notices under this lease shall be deemed given and received when deposited in the first-class mail, postage prepaid, addressed as follows:

David M. Jinkens, City Manager
City of South Lake Tahoe
1901 Airport Road, Suite 203
South Lake Tahoe, CA 96150

Knox Johnson
498 Mottsville Lane
Gardnerville, NV 89460

7. Entire Agreement.

This lease constitutes the entire agreement between the parties concerning all matters contained herein and supersedes all previous oral and written communications discussions and agreements of any type with regard to the leased property.

8. Jurisdiction and Venue.

This lease 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 lease agreement shall be held exclusively in the Unified Courts in the County of El Dorado, South Lake Tahoe Division.

In witness whereof, the parties have caused this agreement to be executed on the date first written above.

City of South Lake Tahoe

By: Kathay Lovell
Mayor, Kathay Lovell

Attest:
Susan Alessi
City Clerk

Approved as to form:
Patrick Enright
City Attorney

Knox Johnson, Trustee
Knox Johnson Revocable Trust

Approved as to form:
Attorney for Knox Johnson

Exhibit A

SHORT-TERM LEASE AGREEMENT
BIJOU GOLF COURSE PARKING LOT
Year 2019

This "Short-Term" Lease Agreement Bijou Golf Course parking Lot" is preceded specifically by the "Short-Term Lease Agreement Bijou Golf Course Parking Lot" of the Year 2018, attached as a courtesy copy.

Year 2019 Lease Agreement

This Agreement is entered into this 16 day of April, 2019, by and between the City of South Lake Tahoe, hereinafter referred to as "CITY" and Mary Anne Johnson McCall, Trustee, Bydand Unlimited Trust, hereinafter referred to as "McCALL".

RECITALS

WHEREAS, CITY is the owner of the property in South Lake Tahoe, California containing the nine (9) hole Bijou Golf Course, and

WHEREAS, McCALL is the owner of the adjacent property thereto which contains an area developed and used for vehicle parking in conjunction with said golf course, all as generally depicted on Exhibit "1" 2018 Agreement, attached hereto, and

WHEREAS, CITY and McCALL desire to continue the lease arrangement for the Year 2019 whereby the CITY leases said parking lot in connection with its operation of the Bijou Golf Course.

NOW, THEREFORE, for valuable consideration including the promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Term.

McCALL will lease the described parking lot to the CITY for the CITY's use in connection with its operation of the Bijou Golf Course, and public parking for customers during the seasonal period commencing on May 15, 2019, and ending on November 15th of 2019, which accounts for the heavy winter snowfall on the golf course for 2019. The terms of the rental agreement may be extended for a period of one (1) year, upon mutual written agreement by both parties.

2. Rental.

CITY shall pay McCALL a minimum total annual rental fee of Nineteen Thousand One Hundred Sixty-One Dollars and No Cents (19,161.00), payable in whole at the beginning of the term, no later than May 15, 2019. (as agreeable and practiced in years past by the City and McCall for easy bookkeeping practices.)

Further, a full accounting shall be made of all gross revenues, including all golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage, without offset. If four percent (4%) of the total amount of said accounting exceeds the minimum total rental fee paid, the difference shall be paid to McCALL not later than November 30, 2019: accompanied by a full report of the golf–related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage. (This present Agreement – Year 2019 notes to any reader that CITY has not paid McCall any annual overage ever since she has owned the subject rental property, including an overage earned for the Year 2017 or Year 2018.)

McCALL shall have the right to adjust the annual monthly rental fee at the commencement of this Rental Agreement Year 2019, based upon the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers (San Francisco Index), attached as Exhibit "2". McCALL requested no increase for the Year 2017; albeit the City of South Lake Tahoe was owing McCALL other monies for other properties owned by McCALL.

Pursuant to the last published Consumer Price Index, San Francisco – February 2019, https://www.bls.gov/regions/west/, a 3.5 percent CPI-U increase has occurred since the Year 2018 agreement. CITY and McCall agree to a 3.5-percent (3.5%) increase in annual rent for Year 2019; ie, $18,513.00 Annual Rent for Year 2018 plus $648 increase equals $19,161.00 for Year 2019.

3. Leased Premises.

The leased premises includes the developed parking area and access from Fairway Drive as more particularly shown on Exhibit "1"; submitted with each Agreement since 1983, approximately.

4. Use.

This lease is limited to CITY's use for parking of motor vehicles of patrons of the golf course and for City motor vehicles. The leased area shall not be used for parking of City trucks, tractors or heavy equipment or storage uses. No temporary or permanent improvements shall be allowed without the prior written consent of McCALL. CITY will repair, keep clean and maintain the premises in good and serviceable condition and provide trash receptacles and service to the premises. In addition, CITY will provide two

(2) trash receptacles off-premises and two (2) portable toilets, both suitable for use by men and women, including handicapped persons; allowing that one (1) portable toilet can be placed at the clubhouse and one (1) portable toilet can be placed an another convenient, feasible location at the location for use by patrons of the Bijou Golf Course, only. CITY will appropriately screen toilets adding rather than detracting from the scenic beauty of the leased premises.

5. Insurance and Indemnity.

CITY shall have full responsibility and liability as to any use of the premises during the rental period, and shall hold harmless and indemnify and defend McCALL against any claimed responsibility or liability of any sort arising in connection with use of the premises during the rental period to the maximum extent allowed by law. McCALL shall be covered by or obtain the benefit of the CITY's insurance pool to the optimum extent the CITY, as required legally and contractually by a public municipality in the State of California so as fully protect its public patrons and all CITY personnel, employees, and contractors while using or maintaining the leased premises. The City shall by this Agreement Year 2019, as in past Agreement years, provide an issuance of certificate of insurance by the CITY to McCALL.

6. Notices.

Notices under this lease shall be deemed given and received when deposited in the first class mail, postage prepaid, addressed as follows:

Frank Rush, City Manager
City of South Lake Tahoe
1901 Airport Road, Suite 203

Mary McCall
5608 Memory Way
Fair Oaks, Ca. 95826

7. Entire Agreement.

This Agreement for the Year 2019 constitutes the entire agreement between the parties concerning all matters contained herein and supersedes all previous oral and written communications, discussions and agreements of any type with regard to the leased property.

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///
///

8. Jurisdiction and Venue.

This lease agreement and all matters relating to it shall be governed by the laws of the State of California and the United States of America.

In witness whereof, the parties have caused this Agreement for Year 2019 to be executed on the date first written above.

City of South Lake Tahoe

By: _____
Mayor. Brooke Laine

Approved as to form:

_____
Heather Stroud
City Attorney

Attest:

_____
Susan Blankenship
City Clerk

_____
Mary Anne Johnson McCall, Trustee
Bydand Unlimited Trust

4/5/2019

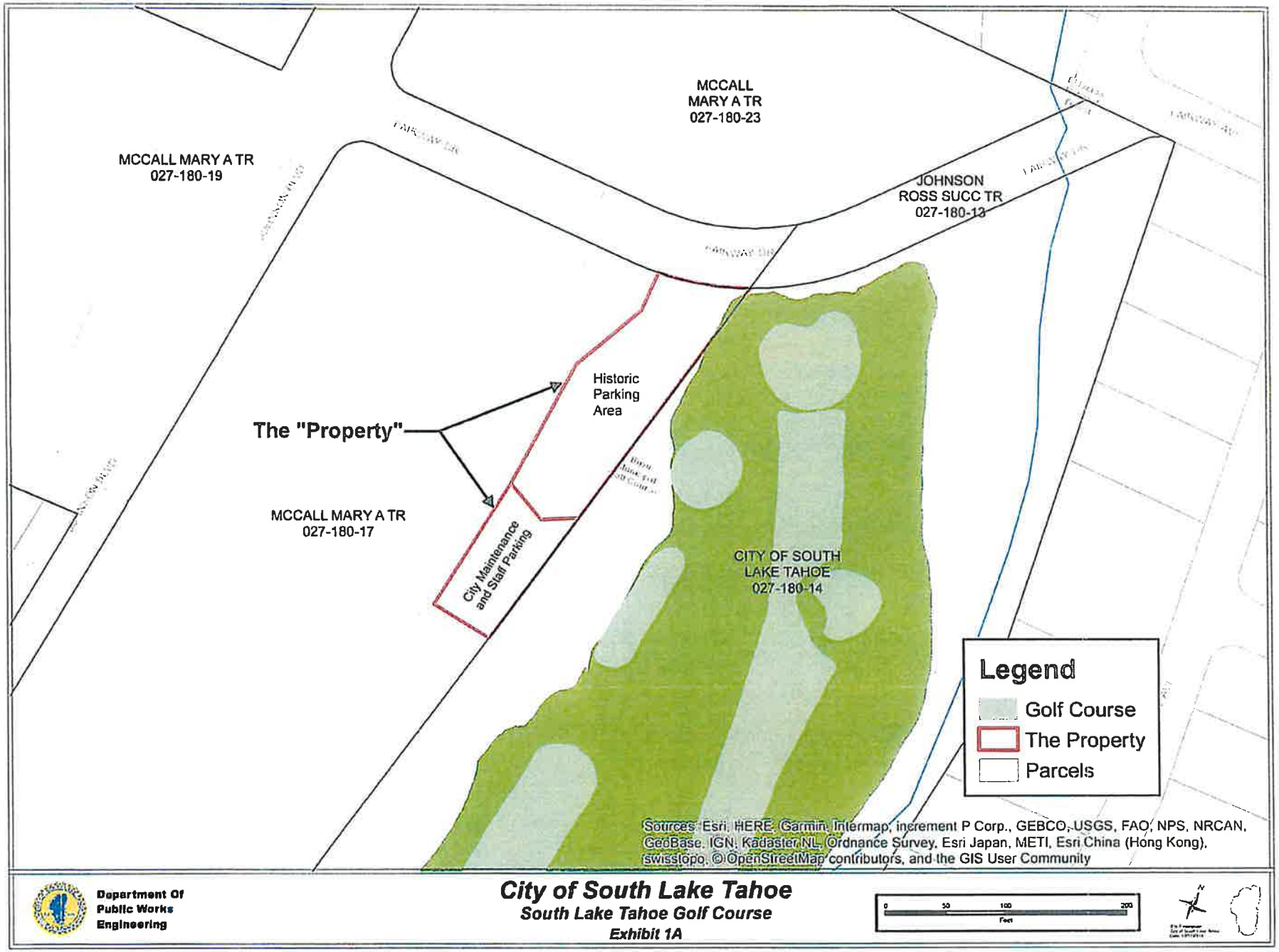
Approved as to form:

_____
Attorney for Mary Anne Johnson McCall

YEAR 2019 AGREEMENT

EXHIBIT 1

Exhibit 1A



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CITY
Attachment 03

NOTICE OF BIJOU GOLF COURSE LEASE CAVEATS
Year 2022 through Year 2042 (20 years)

April 4, 2022

Joseph D. Irvin, City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, Ca. 96150

Re: Bijou Golf Course Parking Lot Lease

Dear Joe:

I was completely surprised to receive your letter of interest in renting the golf course parking lot. The parking lot has been leased seasonably by the City since 1983 through 2019. The City has proffered a variety of reasons as to why they chose NOT to lease the parking lot during the Years 2020 and 2021. Rumor was that the City had abandoned the municipal golf course save for a limited crew maintaining the greens. Kudos to James Steed and his very limited crew to maintain the Bijou Golf Course greens! Thank you.

I would like the following actions to be approved and committed to in writing so that a renewed Lease Agreement can be approved before the City Council meeting tomorrow, April 5, 2022. Hopefully, the Strategic Planning Meeting of the City Council scheduled for March 25th at 9:00 a.m. included some attention to these important details.

1. The cattle gate within the parking lot is broken at its hinges and needs to be repaired properly or repaired immediately.
2. The cattle gate on the service road for the sanitation truck and the course captain is completely broken and tied to its hinges by plastic cords. This gate must be replaced. The service road was and is available. The only criteria was that it be shut and locked every night.
3. The historic wood/metal fence needs to be pulled back into place to mark the boundary of the rental premises. No authority or personnel ever asked me the Owner/Landlord that they may do so. Any encroachments, intentional or otherwise, are unacceptable and derigeur; that is without honor and good municipal city business practices.
4. The short wood posts at the entrance with the painted stripes need to be repaired and reposted or replaced and reposted. I believe the very faded yellow flag dates back to 1983 (?) – a new one would be very cheerful and reflecting of some care.
5. The historic bench on the clubhouse porch deposited in the parking lot needs to be repaired or replaced. The other such bench has made its way somehow onto my adjoining property. The City was notified in writing of this vandalism as well as left garbage. The garbage was cleaned up; nothing was done about the benches. I am not going to be responsible for depositing them back. No, I do not want the benches on any of my adjoining properties.

6. The condition of the clubhouse itself is appalling. The threshold of the door is taped together and surely a safety hazard for guests. Where is a PLAN for upkeep and reinvention of this vintage jewel in Bijou (jewel)?
7. The parking lot needs signage that the parking lot is for golf patrons only. At the very least there have got to be signs: *Trespass at your own Risk: Private Parking."* The number of mothers with kids on bikes and children in strollers passing through is an accident waiting to happen. You, the City, and I are well aware that people trespass all over property at the Lake all the time; however, the signage is our commitment to safety warnings and our due diligence by law. ALSO, the ditch at the entrance at Fairway Avenue needs to be marked to prevent people from falling in, or, having a car fall in. At the very least two wine barrels filled with blooming flowers placed seasonably could mark the spot. People love to walk in the dirt along fairway although the City did partner with the Johnsons to put in an asphalt bike sidewalk. This is what people love about Tahoe.
8. I very much appreciate the City replacing the original redwood fence. The replacement of only 50 boards was all that was needed, however, as I suggested and professionally estimated for the Planning Department and Ray Jarvis.

   My suggested Plan would have saved the City at least $15,000. This large savings could have been strategized and planned for salary increases for the shoestring crew who care for the course; salaries for part time workers for the clubhouse; a feasibility study to invent "profitability" for future reinvestment into the golf course; and a designer's rendering of how the existing clubhouse as well as your maintenance buildings could be refitted for a modern vintage look – all of this could have been done for $15,000! I believe the Tribune has printed articles revealing a $40M annual operating budget. And, I believe a recent State of the City summary article reported that 42 new employees had been employed by the City! I believe that the Bijou Golf Course was the only one closed during COVID-19.

Mr. Irvin, I do not believe it is ~~illegal~~ mac to use a cattle prod on a city council or its subjects, so presently I depend on your talents to immediately take advantage of the strategic planning session immediately to obtain the objectives of this letter so that we might move forward with lease discussions.

Sincerely,
Mary McCall, OWNER/LANDLORD 4/4/2022
Mary McCall
530.903.7387 (Text message only)

APPROVED BY SOUTH LAKE TAHOE CITY COUNCIL:

_____ DATED: _____
Mayor,

BIJOU MUNICIPAL GOLF COURSE PARKING LOT AGREEMENT
YEARS 2022 through 2042 (20 years)

This Agreement is entered into this _____ day of _____, 2022, by and between the City of South Lake Tahoe, hereinafter referred to as "CITY" and Mary Anne Johnson McCall, Trustee, Bydand Unlimited Trust, hereinafter referred to as "McCALL".

RECITALS

WHEREAS, CITY is the owner of the property in South Lake Tahoe, California containing the nine (9) hole Bijou Golf Course, and

WHEREAS, McCALL is the owner of the adjacent property thereto which contains an area developed and used for vehicle parking in conjunction with said golf course, all as generally depicted on Exhibit "1", attached hereto and incorporated herein, and

WHEREAS, CITY and McCALL desire to renew the lease arrangement for the Years 2022 through 2042 (20 years) whereby the CITY leases said parking lot in connection with its operation of the Bijou Golf Course.

NOW, THEREFORE, for valuable consideration including the promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Term.

McCALL will lease the described parking lot to the CITY for the CITY's use in connection with its operation of the Bijou Golf Course, and public parking for customers during the seasonal period of each Year commencing on May 1st of each Year and ending on November 30th of each Year.

2. Rental.

CITY shall pay McCALL a minimum total annual rental fee of Twenty-five thousand dollars ($25,000), payable in whole at the beginning of the term, no later than May 1, of each and every year – May 1, 2022 through May 1, 2042 (as agreeable and practiced in years past by the City and McCall for easy bookkeeping practices.)

Further, a full accounting shall be made of all gross revenues, including all golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage, without offset. If four percent (4%) of the total amount of said accounting exceeds the minimum total rental fee paid, the difference shall be paid to McCALL not later than November 30th of each Year, Years 2022 through 20~~42~~ 2042, accompanied by a full report of the golf–related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and

thru YEAR 2042 (20 years) mmc

beverage. (This present Agreement – Year 2022 notes to any reader that CITY has not paid McCall any annual overage ever since she has owned the subject rental property, including an overage earned for the Year 2017 or Year 2018. As to any 4% overage ever paid, McCALL has no family records verifying same.)

3. Leased Premises.

The leased premises includes the developed parking area and access from Fairway Drive as more particularly shown on Exhibit "1"; submitted with each Agreement since 1983, approximately.

4. Use.

This lease is limited to CITY's use for parking of motor vehicles of patrons of the golf course and for City motor vehicles used in golf course management only. The leased area shall not be used for parking of City trucks, tractors or heavy equipment or storage uses. No temporary or permanent improvements shall be allowed without the prior written consent of McCALL. CITY will repair, keep clean and maintain the premises in good and serviceable condition and provide trash receptacles and service to the premises. In addition, CITY will provide two (2) trash receptacles off-premises and two (2) portable toilets, both suitable for use by men and women, including handicapped persons; allowing that one (1) portable toilet can be placed at the clubhouse and one (1) portable toilet can be placed an another convenient, feasible location at the location for use by patrons of the Bijou Golf Course, only. CITY will appropriately screen toilets adding rather than detracting from the scenic beauty of the leased premises.

5. Insurance and Indemnity.

CITY shall have full responsibility and liability as to any use of the premises during the rental period, and shall hold harmless and indemnify and defend McCALL against any claimed responsibility or liability of any sort arising in connection with use of the premises during the rental period to the maximum extent allowed by law. McCALL shall be covered by or obtain the benefit of the CITY's insurance pool to the optimum extent the CITY, as required legally and contractually by a public municipality in the State of California so as fully protect its public patrons and all CITY personnel, employees, and contractors while using or maintaining the leased premises. The City shall by this Agreement -- Years 2022 through 2042, as in past Agreement years, provide an issuance of certificate of insurance by the CITY to McCALL.

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6. Notices.

Notices under this lease shall be deemed given and received when deposited in the first class mail, postage prepaid, addressed as follows:

Joe Ervin, City Manager
City of South Lake Tahoe
1901 Airport Road, Suite 203
South Lake Tahoe, Ca. 96150

Mary McCall
5608 Memory Way
Fair Oaks, Ca. 95628
(By US Private Mail Delivery
To Front Door, Signature Waived

7. Entire Agreement.

This Lease Agreement for the Years 2022 through 2042 (20 years), and the attached Exhibit 1 constitutes the entire agreement between the parties concerning all matters contained herein and supersedes all previous oral and written communications, discussions and agreements of any type with regard to the leased property.

8. Jurisdiction and Venue.

This lease agreement and all matters relating to it shall be governed by the laws of the State of California and the United States of America.

In witness whereof, the parties have caused this Agreement for the Years 2022 through 2042 (20 years) to be executed on the date first written above.

City of South Lake Tahoe

By: _____
Mayor,

Approved as to form:

_____
Heather Stroud
City Attorney

Attest:

_____
Susan Blankenship
City Clerk

Owner/Landlord

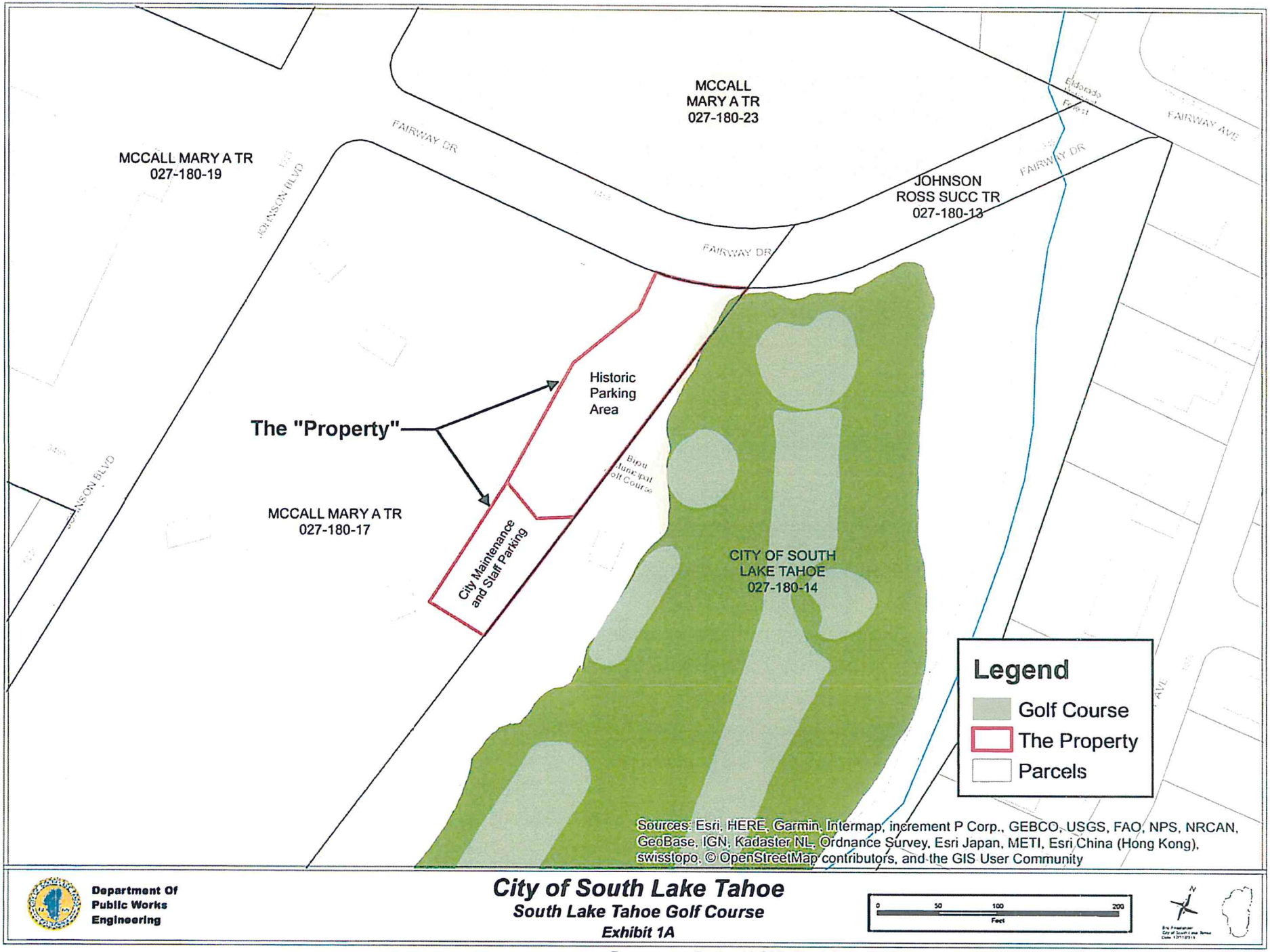
Mary Anne Johnson McCall 4/4/2022
Mary Anne Johnson McCall, Trustee
Bydand Unlimited Trust

Approved as to Form

N/A
Attorney for McCall

YEAR 2019 AGREEMENT
YEAR 2022 THRU YEAR 2042 (20 years) mmc 4/4/2022

Exhibit 1A



Document Path: J:\GIS files\GIS_DATA\Facilities\Golf Course\Parking Lot Lease.mxd

LEASE AGREEMENT
BIJOU GOLF COURSE PARKING LOT

This Lease Agreement for the Bijou Golf Course Parking Lot ("Agreement"), entered into on this _____day of _____, 2022 ("Effective Date") by and between the City of South Lake Tahoe, hereinafter referred to as "CITY" and the Bydand Unlimited Trust, by Mary Anne Johnson McCall, Trustee, hereinafter referred to as "McCALL".

RECITALS

WHEREAS, CITY is the owner of the property in South Lake Tahoe, California, containing the nine (9) hole Bijou Golf Course, and

WHEREAS, McCALL is the owner of the adjacent property thereto which contains an area developed and used for vehicle parking in conjunction with said golf course ("Property"), all as generally depicted on Exhibit "1A" attached hereto, and

WHEREAS, CITY has leased the Property, through various short term lease agreements starting on May 3, 2010 between Knox Johnson Revocable Trust and the City; and

WHEREAS, the aforementioned short term lease agreement was renewed for further "lease" for the Year 2019 by and between the CITY and Mary Anne Johnson McCall, the Giftee, ie., the new legal owner of said Bijou Golf Course Parking Lot from the Giftor, the Knox Johnson Revocable Trust, by Knox Johnson, Trustee; and

WHEREAS, CITY and McCALL desire to continue the lease arrangement whereby the CITY leases said parking lot in connection with its operation of the Bijou Golf Course.

NOW, THEREFORE, for valuable consideration including the promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Term.

McCALL leases the Property to the CITY for a term commencing on April 1, 2022 and ending on November 30, 2025, for the CITY's use in connection with its operation of the Bijou Golf Course, and public parking for customers during the seasonal eight (8) month period (commencing on April 1 and ending on November 30 of each year) ("Term").

2. Rental Fee.

CITY shall pay McCALL a minimum total annual rental fee of Nineteen Thousand One Hundred Sixty One Dollars ($19,161.00). One (1) annual payment shall be made at the rate of $19,161.00 each year commencing on or about April 1, 2022. Payment shall be made no later than the tenth (10th) day of April of each year of this Agreement. A full accounting shall be made of all gross revenues, including all golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage, without offset. If four percent (4%) of the total amount of said accounting exceeds the minimum total annual rental fee paid, the difference between those amounts shall be paid to McCALL no later than November 30th of each

year during the Term of this Agreement, accompanied by a full report of the golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage.

The annual rental fee shall be adjusted beginning April 1, 2023, based upon the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers (San Francisco Index).

The index in publication three (3) months prior to the Effective Date of this Agreement shall be the "base" index. The annual rental fee may be increased by a percentage equal to the percentage increase, if any, to the Index in publication three (3) months prior to the preceding adjustment date. In the event the comparison Index indicates a decrease, the annual rental payment shall remain the same. In no event shall the annual rental payment be reduced, unless mutually agreed to in writing by the parties hereto.

3. Leased Premises.

The Property includes the developed parking area and access from Fairway Drive as more particularly shown on Exhibit ("1A").

4. Use.

This lease is limited to CITY's use for parking of motor vehicles of users of the golf course and for CITY motor vehicles. The Property shall not be used for parking of CITY trucks, tractors or heavy equipment or for CITY storage uses. No temporary or permanent improvements shall be allowed without the prior written consent of McCALL. CITY will repair, keep clean and maintain the Property in good and serviceable condition and provide trash receptacles and service to the Property. In addition, CITY will provide two (2) trash receptacles on the Bijou Golf Course property (outside of the Property) and two (2) portable toilets, both suitable for the use by men and women; allowing that one (1) portable toilet can be placed at the clubhouse and one (1) portable toilet can be placed at another convenient, feasible location at the for use by patrons of the Bijou Golf Course, only. Said portable toilets shall be appropriately screened.

5. Insurance and Indemnity.

CITY shall have full responsibility and liability as to any use of the Property during the portion of the Term between May 15 and November 30 of each year, and shall hold harmless and indemnify and defend McCALL against any claimed responsibility or liability of any sort arising in connection with use of the Property during that time to the maximum extent allowed by law. McCALL shall be covered by or obtain the benefit of the CITY's insurance pool to the extent the CITY is legally and contractually allowed to provide such coverage to McCALL, including the issuance of a certificate of insurance by the CITY.

6. Notices.

Notices under this lease shall be deemed given and received when deposited in the first-class mail, postage prepaid, addressed as follows:

City Manager	Mary McCall
City of South Lake Tahoe	5608 Memory Way

1901 Lisa Maloff Way, Suite 203 Fair Oaks, CA 95628
South Lake Tahoe, CA 96150

7. Entire Agreement.

This Lease Agreement and attached exhibits contain the entire understanding between the CITY and McCALL. All previous proposals, offers and communications relative to this Agreement, whether oral or written are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver, amendment or exception to any of the terms, condition, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by the CITY and McCALL.

8. Venue.

This Lease 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 lease agreement shall be held exclusively in the Unified Courts in the County of El Dorado, South Lake Tahoe Division.

In witness whereof, the parties have caused this agreement to be executed on the date first written above.

City of South Lake Tahoe

_____
Mary Anne Johnson McCall, Trustee
Bydand Unlimited Trust

By: _____
Mayor

Approved as to form:

_____
Attorney for Mary Anne Johnson McCall

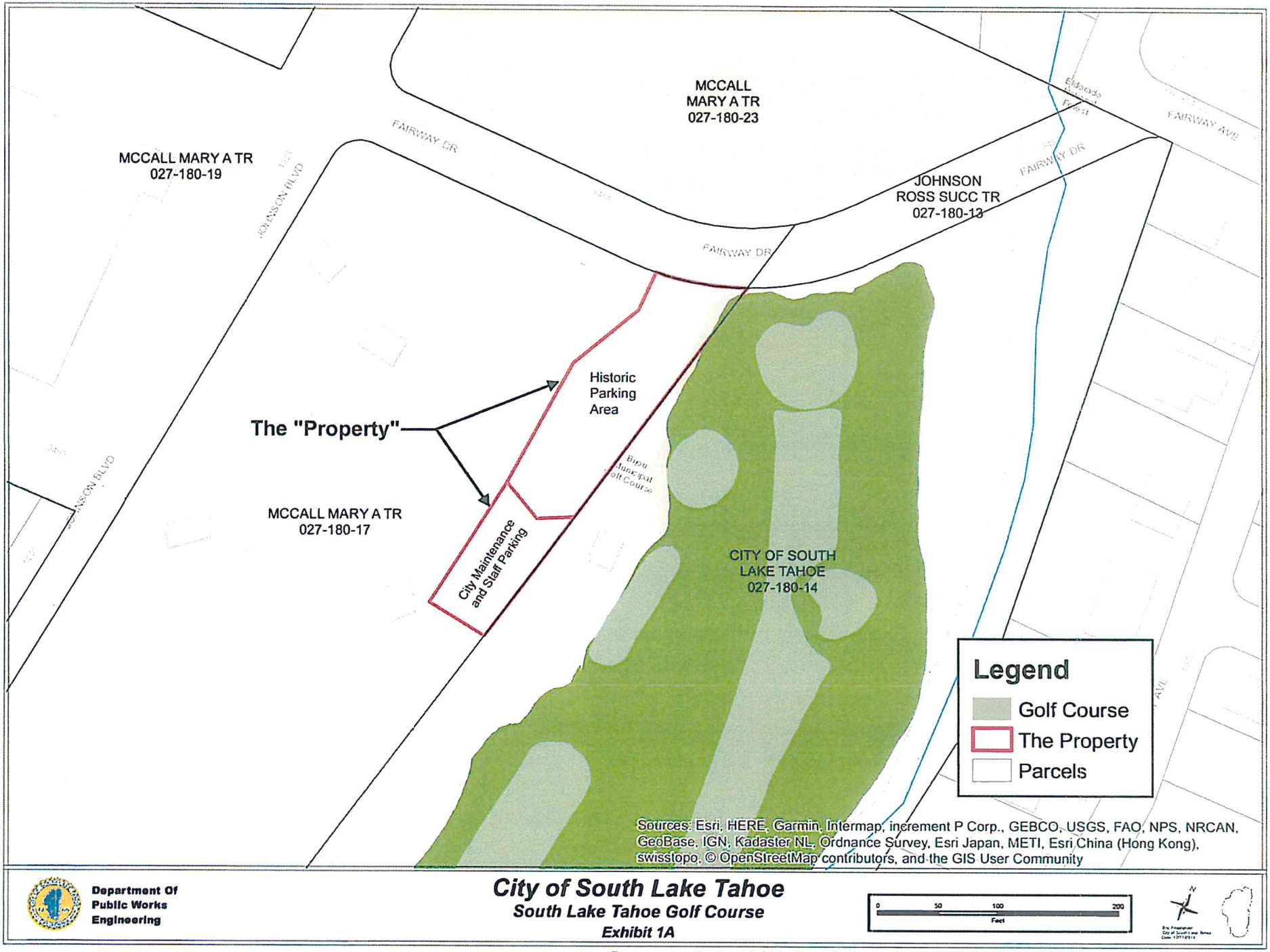
Approved as to form:

_____
Heather L. Stroud
City Attorney

Attest:

_____
Sue Blankenship
City Clerk

Exhibit 1A



Department Of
Public Works
Engineering

City of South Lake Tahoe

South Lake Tahoe Golf Course

Exhibit 1A

0 50 100 200
Feet

Document Path: J:\GIS files\GIS_DATA\Facilities\Golf Course\Parking Lot Lease.mxd

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 18

Agenda Item: Appropriation of $35,000 from General Fund Undesignated Excess Reserves for Settlement of Deborah Perez v. City of South Lake Tahoe, et al.

Executive Summary: On December 8, 2021, plaintiff Deborah Perez filed a lawsuit against City of South Lake Tahoe and County of El Dorado alleging Americans with Disabilities Act and related state law violations arising from her stay at the Campground by the Lake in 2021. The parties have now settled this lawsuit. This item reports the fact of the settlement approved in a prior closed session, and makes the terms and conditions of the settlement available to the public. Staff recommends that Council adopt a resolution appropriating funds in the amount of $35,000 for payment to Ms. Perez pursuant to the Settlement Agreement and Release.

Requested Action / Suggested Motions: Pass a Resolution appropriating $35,000 from General Fund Undesignated Excess Reserves for payment under the Settlement Agreement and Release with Deborah Perez regarding alleged violations of the Americans with Disabilities Act at the Campground by the Lake.
Responsible Staff Members: Dan Bardzell, Assistant City Attorney and Heather Stroud, City Attorney

Responsible Staff Member: Dan Bardzell, Assistant City Attorney (530) 542-7477
Heather Stroud, City Attorney (530) 542-6046

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director

Attachments:

01-Staff_Report_-_Deborah_Perez_Settlement.docx
02-City_Council_Resolution_-_Deborah_Perez_Settlement.docx
03-Settlement Agreement

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

Meeting Date: May 3, 2022

Title: Appropriation of $35,000 from General Fund Undesignated Excess Reserves for Settlement of Deborah *Perez v. City of South Lake Tahoe, et al*.

Location: Campground by the Lake

Responsible Staff Members: Dan Bardzell, Assistant City Attorney (530) 542-7477
Heather Stroud, City Attorney (530) 542-6046

Background: On December 8, 2021, plaintiff Deborah Perez filed litigation against City of South Lake Tahoe and County of El Dorado alleging Americans with Disabilities Act ("ADA") and related state law violations arising from her stay at the Campground by the Lake in 2021.

Issue and Discussion: The parties have now settled this lawsuit under the authority given to the City Attorney by the City Council at its closed session meeting of April 5, 2022. This item reports the fact of the settlement approved in a prior closed session, and makes the terms and conditions of the settlement available to the public. The Settlement Agreement and Release between the City, County of El Dorado, and Ms. Perez is attached.

Pursuant to the Settlement Agreement and Release, the City agreed to pay plaintiff $35,000. Additionally, the City agreed to make changes to Campground by the Lake including: (1) create a decompressed granite pathway from one campsite to the nearest restroom; and (2) create five ADA-compliant paved campsites as part of the campground renovation that is included in the 56 Acres Master Plan. In return, Ms. Perez agreed to dismiss her lawsuit with prejudice and release all claims against all defendants in this matter.

Based on the above, staff recommends that Council adopt a resolution appropriating funds in the amount of $35,000 for payment to Ms. Perez pursuant to the Settlement Agreement and Release.

Financial Implications: Staff is requesting an appropriation of $35,000 for payment of a settlement in the matter of *Perez v. City of South Lake Tahoe, et al*. from the General Fund Undesignated Excess Reserves into account number 100-01210-44013.

Environmental Considerations: Appropriating funds for the settlement is not a "project" within the meaning of the California Environmental Quality Act (CEQA) because it is a

fiscal activity and therefore environmental review is not required pursuant to CEQA Guidelines section 15378.

Policy Implications: Appropriating funds for the settlement will resolve potential liability against the City and the changes to the Campground by the Lake will increase access to disabled visitors.

Resolution 2022-XX

Adopted by the
South Lake Tahoe City Council

May 3, 2022

Appropriating $35,000 from General Fund Undesignated Excess Reserves for Settlement of *Perez v. City of South Lake Tahoe, et al.*

BACKGROUND

A. On December 8, 2021, plaintiff Deborah Perez filed a lawsuit against City of South Lake Tahoe and County of El Dorado alleging Americans with Disabilities Act ("ADA") and related state law violations arising from her stay at the Campground by the Lake in 2021, entitled *Perez v. City of South Lake Tahoe et al.*, Eastern District of California Case No. 2:21-CV-02234-JAM-KJN.

B. On March 14, 2022, the parties reached a tentative settlement in mediation. Pursuant to the settlement, the City agreed to pay plaintiff $35,000, as well as make certain changes to the Campground by the Lake to increase its accessibility to disabled visitors.

C. At its special closed session meeting on April 5, 2022, City Council authorized execution of the Settlement Agreement and Release, with a vote of 3-0-2 (Councilmembers Friedrich and Creegan absent).

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

1. Appropriates funds in the amount of $35,000 from General Fund Undesignated Excess Reserves into account number 100-01210-44013 for payment to plaintiff Deborah Perez.

Adopted by the South Lake Tahoe City Council on May 3, 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.

EXHIBIT A

Settlement Agreement

(see attached)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Deborah Perez (hereinafter "Plaintiff"), and Defendants the City of South Lake Tahoe (hereinafter "City") and County of El Dorado ("County"), collectively ("Defendants").

On December 8, 2021, Plaintiff filed litigation against Defendants alleging ADA and Unruh Act violations arising from the campground site at 1150 Rufus Allen Blvd., South Lake Tahoe, CA. On January 13, 2022 Defendants Answered the Complaint and denied the claims alleged in the Complaint.

On March 14, 2022, Plaintiff and the City attended JAMS mediation with Mediator Howard Herman. Plaintiff and the City reached a resolution during the mediation which is documented within Exhibit A – Consent Decree Section 5(a)(i) – (ii). Plaintiff and the City also agreed on a monetary settlement of $35,000 to be paid by City of South Lake Tahoe to Plaintiff for the release of all claims against all Defendants in this matter.

All parties desire to settle all claims which Plaintiff has or may ever have arising out of that incident, and to dismiss Defendants City of South Lake Tahoe and County of El Dorado, with prejudice, in the matter of Perez v. City of South Lake Tahoe *et. al.,* Eastern District of California Case No. 2:21-CV-02234-JAM-KJN, it being understood that all parties therein are to bear their own attorney's fees and costs incurred.

NOW, THEREFORE, Plaintiff agrees as follows:

1. Plaintiff agrees to dismiss with prejudice her Complaint against Defendants in the above-captioned matter in exchange for a total payment to be made by City of South Lake Tahoe in the total amount of Thirty-Five Thousand Dollars ($35,000). It is specifically

understood that in dismissing the Complaint, all parties agree to bear their own costs of litigation.

2. Plaintiff and Defendants agree that the settlement check will be made **payable to the "Rein & Clefton in trust for Deborah Perez"** to be disbursed between Plaintiff and her attorney as agreed upon between them. Defendants agrees agree that the Settlement Check will be processed and mailed to Plaintiff's counsel after (1) Plaintiff's counsel provides the fully executed version of this agreement along with Plaintiff's counsel's W-9 form to counsel for Defendants; and (2) the Court enters the Consent Decree and Order regarding the injunctive relief attached hereto as **Exhibit A**.

3. Plaintiff hereby releases, remises, and forever discharges Defendants City of South Lake Tahoe and County of El Dorado and their respective successors, assigns, officers, agents, employees and persons, firms and incorporations having any interest in them, of and from any and all claims and demands of any kind including but not limited to California Civil Code Sections 51f, 54, 54.1, and 54.3, California Government Code Sections 4450 and 11135, and the Americans with Disabilities Act 42 USC Section 12181 et seq., nature, description whatsoever and from any and all liabilities, damages, injuries, actions or cause of action, either at law or in equity, which Plaintiff now has or in the future may have against such entities, or any one or more of them, arising out of or in any way related to or connected with the incident described in Plaintiff's Complaint on file herein, as well as any other claim, action or cause of action which Plaintiff may have presently or may have in the future by reason of those allegations contained in her Complaint.

4. It is specifically understood and agreed that this is a full and final release applying to all unknown or unanticipated claims arising out of or in any way relating to or connected with

the incident described in Plaintiff's Complaint, as well as those known or disclosed, whether included or not in the prayers of said pleading, and as a further consideration and inducement for this settlement, Plaintiff hereby expressly waives all rights or benefits which she may have or may in the future have under the provisions of Section 1542 of the Civil Code of the State of California, which Section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5. This Release is intended to, and the undersigned warrants, that it will dispose of all claimed liability of the parties released to the undersigned and to all and each of the heirs, executors, administrators, and assigns of the undersigned and to any other person or entity that might now or in the future have a claim against the parties released as a result of the injuries claimed by the undersigned involving the Action.
6. The undersigned agrees to immediately file a Stipulation of Voluntary Dismissal and Proposed Order Granting Dismissal of the entire Action against all Defendants including the City of South Lake Tahoe and County of El Dorado with prejudice upon (1) receipt of the monetary consideration identified in this Release; and (2) the Court entering the consent decree and order regarding the injunctive relief specified in this Release. The parties understand that the requested injunctive relief within Exhibit A will not be completed for a period of years. All parties shall bear their own costs and attorney fees.
7. Plaintiff accepts full and complete responsibility for any taxes, liens, or assessments of any nature, including but not limited to, any bankruptcy, debtor, medical liens, government liens, attorney fees or costs, administrative fees, or restitution fees. This includes but is not limited to any liens asserted by or on behalf of Medical or Medicare, if any, for any services

rendered to Plaintiff to treat any injuries she alleges she suffered during the subject incident giving rise to the Action. The undersigned will indemnify and save harmless the parties herein released from any loss, claim, expense, demand or cause of action of any kind including any claims or actions arising out of any lien incurred by Plaintiff as referenced above.

8. This Release and the attached Consent Decree attached as Exhibit A constitutes the entire agreement among the parties, and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof. The terms of this Release are contractual and not a mere recital. This Release is executed without reliance upon any promise, warranty, or representation by any party or any of its representatives other than those expressly contained herein, and each party has carefully read this Release, and signs the same of their own free will.
9. This Release shall be deemed to have been entered into and should be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California. The parties agree that any dispute within the Agreement shall be venued in El Dorado County Superior Court.
10. It is agreed that all parties to this Release shared equally in drafting the same and that none of the parties shall be considered the sole drafting party. It is further agreed that the rule of interpreting ambiguities against the drafting party shall not apply to the interpretation of this Release.
11. It is hereby agreed that if, after the date of execution hereof, any provision of this Release is held to be illegal, or unenforceable under present or future laws effective during the term of this Release, such provision shall be fully severable. In lieu thereof, there shall be added

a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, or enforceable.

12. The undersigned negotiated and agreed to the terms of this Release in good faith, have carefully reviewed this Release, and understand the terms and conditions it contains, have been advised of the right to consult any attorney or representative of their choosing to review this Release.

13. This document may be executed in counterparts which, when so executed, shall be deemed an original, and this document and all signed counterparts shall constitute one and the same instrument.

We, the undersigned, have read the foregoing Release and acknowledge our understanding and agreement of the contents.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date and at the place indicated below.

Dated: April 7, 2022

PLAINTIFF DEBORAH PEREZ

DEBORAH PEREZ

Dated: _____, 2022

DEFENDANT CITY OF SOUTH LAKE TAHOE

By: _____
Print name: _____
Title: _____

a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, or enforceable.

12. The undersigned negotiated and agreed to the terms of this Release in good faith, have carefully reviewed this Release, and understand the terms and conditions it contains, have been advised of the right to consult any attorney or representative of their choosing to review this Release.

13. This document may be executed in counterparts which, when so executed, shall be deemed an original, and this document and all signed counterparts shall constitute one and the same instrument.

We, the undersigned, have read the foregoing Release and acknowledge our understanding and agreement of the contents.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date and at the place indicated below.

Dated: _____, 2022

PLAINTIFF DEBORAH PEREZ

_____

DEBORAH PEREZ

Dated: 4/8, 2022

DEFENDANT CITY OF SOUTH LAKE TAHOE

By: Joseph D. Irvin

Print name: Joseph D. Irvin

Title: City Manager

Approved as to form:

Dated: 4/7, 2022

REIN & CLEFTON



By: AARON M. CLEFTON, ESQ.
Attorneys for Plaintiff
DEBORAH PEREZ

Dated: 4/11, 2022

PORTER SCOTT
A PROFESSIONAL CORPORATION



By: MATTHEW GROSS, Esq.
Attorney for Defendants
CITY OF SOUTH LAKE TAHOE and COUNTY OF EL DORADO

PAUL L. REIN, Esq. (SBN 43053)
AARON M. CLEFTON, Esq. (SBN 318680)
REIN & CLEFTON, Attorneys at Law
200 Lakeside Drive, Suite A
Oakland, CA 94612
Telephone: 510/832-5001
Facsimile: 510/832-4787
info@reincleftonlaw.com

Attorneys for Plaintiff
DEBORAH PEREZ

PORTER | SCOTT
A PROFESSIONAL CORPORATION
Carl L. Fessenden, SBN 161494
Matthew W. Gross, SBN 324007
350 University Avenue, Suite 200
Sacramento, California 95825
TEL: 906.929.1481
FAX: 916.927.3706

Attorneys for Defendants
CITY OF SOUTH LAKE TAHOE and COUNTY OF EL DORADO

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DEBORAH PEREZ,

Plaintiff,

v.

CITY OF SOUTH LAKE TAHOE; COUNTY OF EL DORADO,

Defendants.

Case No. 2:21-cv-02234-JAM-KJN
Civil Rights

CONSENT DECREE AND ORDER FOR INJUNCTIVE ONLY

Action Filed: December 3, 2021

1. Plaintiff DEBORAH PEREZ filed a Complaint in this action on December 3, 2021, to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and California civil rights laws and to obtain recovery of damages for discriminatory experiences, denial of access, and denial of civil rights against Defendants CITY OF SOUTH LAKE TAHOE and COUNTY OF EL DORADO, collectively

("Defendants"). Plaintiff has alleged that Defendants violated Titles II of the ADA, sections 51, 54, 54.1 and 54.3, of the California Civil Code, and California Government Code sections 4450 *et seq.* by failing to provide full and equal access to users of Campground by the Lake located at 1150 Rufus Allen Blvd., South Lake Tahoe, California. Defendants deny liability for Plaintiff's claims.

2. In order to avoid the costs, expense, and uncertainty of protracted litigation, Plaintiff and Defendants (together sometimes the "Parties") agree to entry of this Consent Decree and Order to resolve all claims regarding injunctive relief raised in the Complaint without the need for protracted litigation. The Parties have resolved the monetary issues in this case with a separate settlement agreement. Accordingly, the Parties agree to the entry of this Order without trial or further adjudication of any issues of fact or law concerning Plaintiff's claims for relief.

JURISDICTION:

3. The Parties to this Consent Decree and Order agree that the Court has jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the Americans with Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.* and pursuant to supplemental jurisdiction for alleged violations of California Civil Code sections 51, 54, and 54.1.

WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate to the Court's entry of this Consent Decree and Order, which provide as follows:

SETTLEMENT OF INJUNCTIVE RELIEF:

4. This Order shall be a full, complete, and final disposition and settlement of Plaintiff's claims against Defendants for injunctive relief that have arisen out of the subject Complaint.

5. The Parties agree and stipulate that the corrective work will be performed in compliance with the standards and specifications for disabled access as set forth in the

California Code of Regulations, Title 24-2, and Americans with Disabilities Act Standards for Accessible Design, unless other standards are specifically agreed to in this Consent Decree and Order.

a. **Physical Remedial Measures and Administrative Procedures:**

i. Defendant City of South Lake Tahoe agrees to create a decompressed granite pathway from one campsite to the nearest restroom by June 30, 2022, subject to any severe weather conditions which might cause a temporary delay in the project.

ii. Defendant City of South Lake Tahoe will create five ADA compliant paved campsites as part of the campground renovation that is included in the "56 Acres Master Plan" which will be completed at a time currently unknown. The City is in the planning process for Phase 1 of the 56 Acres Master Plan which will require closure of a large portion of the campground. Phase 2 of the 56 Acres Master Plan, which includes the campground renovation, will begin in approximately 2024 and will include the compliant campsites. The campground renovation is anticipated to conclude in approximately 2030 but no firm date has been set.

b. **Timing**: Defendant City of South Lake Tahoe will complete each item on the schedule as stated in this Consent Decree. In the event that unforeseen difficulties or good faith, reasonable construction or administrative related delays prevent Defendant from completing any of the agreed-upon injunctive relief, Defendant or their counsel will notify Plaintiff's counsel in writing within seven (7) days of discovering the delay. Plaintiff will have thirty (30) days to investigate and meet and confer with Defendant, and to approve the delay by stipulation or otherwise respond to Defendant's notice. If the Parties cannot reach agreement regarding the delay within that time

period, Plaintiff may seek enforcement by the Court

c. Defendant City of South Lake Tahoe or defense counsel will notify Plaintiff's counsel when the corrective work is completed, and, whether completed or not, upon request by Plaintiff's counsel, will provide a status report to Plaintiff's counsel within 30 days of such request.

d. If Defendants City of South Lake Tahoe fails to provide injunctive relief on the agreed upon timetable and/or fail to provide timely written status notification, and Plaintiff file a motion with the Court to obtain compliance with these terms, Plaintiff reserves the right to seek additional attorney's fees for any compliance work necessitated by Defendant's failure to keep this agreement. If the Parties disagree, the parties agree to participate in a Magistrate Judge-conducted Settlement Conference for the purposes of resolving the disputed fees. If the Settlement Conference fails to resolve the fee dispute, Plaintiff may seek relief via motion for an order directing the Defendant City of South Lake Tahoe to pay Plaintiff's counsel reasonably incurred fees.

DAMAGES, ATTORNEYS' FEES, LITIGATION EXPENSES, AND COSTS:

6. The Parties have reached a separate settlement agreement regarding Plaintiff's claims for damages, attorneys' fees, and litigation expenses, which agreement fully and finally resolves Plaintiff's claims for damages, including attorneys' fees and litigation costs and expenses against Defendant.

ENTIRE CONSENT DECREE AND ORDER:

7. This Consent Decree and Order constitute the entire agreement between the signing Parties on the matters of injunctive relief, damages, attorneys' fees, litigation expenses, and costs, and no other statement, promise, or agreement, either written or oral,

made by any of the Parties or agents of any of the Parties that is not contained in this written Consent Decree and Order, shall be enforceable regarding the matters of injunctive relief described herein.

CONSENT DECREE AND ORDER BINDING ON PARTIES AND SUCCESSORS IN INTEREST:

8. This Consent Decree and Order shall be binding on Plaintiff, Defendants, and any successors-in-interest. Defendants have a duty to so notify all such successors-in-interest of the existence and terms of this Consent Decree and Order during the period of the Court's jurisdiction of this Consent Decree and Order.

9. Except for all obligations required in this Consent Decree and Order each of the Parties to this Consent Decree and Order, on behalf of each of their respective agents, representatives, predecessors, successors, heirs, partners, and assigns, releases and forever discharges each other Party and all officers, directors, shareholders, subsidiaries, joint venturers, stockholders, partners, parent companies, employees, agents, attorneys, insurance carriers, heirs, predecessors, and representatives of each other Party, from all claims, demands, actions, and causes of action of whatever kind or nature, presently known or unknown, arising out of or in any way connected with the lawsuit.

MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542:

10. Each of the Parties to this Consent Decree and Order understands and agrees that there is a risk and possibility that, subsequent to the execution of this Consent Decree and Order, any or all of them will incur, suffer, or experience some further loss or damage with respect to the lawsuit that is unknown or unanticipated at the time this Consent Decree and Order is signed. Except for all obligations required in this Consent Decree and Order, the Parties intend that this Consent Decree and Order apply to all such further loss with respect to the lawsuit, except those caused by the Parties subsequent to the execution of this Consent Decree and Order. Therefore, except for all obligations required in this Consent

Decree and Order, this Consent Decree and Order shall apply to and cover any and all claims, demands, actions, and causes of action by the Parties to this Consent Decree with respect to the lawsuit, whether the same are known, unknown, or hereafter discovered or ascertained, and the provisions of Section 1542 of the California Civil Code are hereby expressly waived. Section 1542 provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

11. Except for all obligations required in this Consent Decree and Order each of the Parties to this Consent Decree and Order, on behalf of each, their respective agents, representatives, predecessors, successors, heirs, partners, and assigns, releases and forever discharges each other Party and all officers, directors, shareholders, subsidiaries, joint venturers, stockholders, partners, parent companies, employees, agents, attorneys, insurance carriers, heirs, predecessors, and representatives of each other Party, from all claims, demands, actions, and causes of action of whatever kind or nature, presently known or unknown, arising out of or in any way connected with the lawsuit.

TERM OF THE CONSENT DECREE AND ORDER:

12. This Consent Decree and Order shall be in full force and effect for a period of thirty-six (36) months after the date of entry of this Consent Decree and Order by the Court. The Consent Decree and Order shall automatically terminate thirty-six (36) months after the date of entry of this Consent Decree and Order by the Court or on an earlier date if a motion to terminate the Consent Decree is filed and granted by the Court.

SEVERABILITY:

13. If any term of this Consent Decree and Order is determined by any court to be unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in full force and effect.

SIGNATORIES BIND PARTIES:

14. Signatories on the behalf of the Parties represent that they are authorized to bind the Parties to this Consent Decree and Order. This Consent Decree and Order may be signed in counterparts and a facsimile signature shall have the same force and effect as an original signature.

END OF PAGE.
SIGNATURES CONTINUE ON THE NEXT PAGE AND ORDER IS AT THE END OF THE DOCUMENT.

Dated: April 7, 2022

PLAINTIFF DEBORAH PEREZ

DEBORAH PEREZ

Dated: _____, 2022

DEFENDANT CITY OF SOUTH LAKE TAHOE

By: _____
Print name: _____
Title: _____

Approved as to form:

Dated: 4/7, 2022

REIN & CLEFTON

By: AARON M. CLEFTON, ESQ.
Attorneys for Plaintiff
DEBORAH PEREZ

Dated: 4/11, 2022

PORTER SCOTT
A PROFESSIONAL CORPORATION

By: MATTHEW GROSS, Esq.
Attorney for Defendants
CITY OF SOUTH LAKE TAHOE and COUNTY OF EL DORADO

Dated: _____, 2022

PLAINTIFF DEBORAH PEREZ

_____

DEBORAH PEREZ

Dated: 4/8, 2022

DEFENDANT CITY OF SOUTH LAKE TAHOE

By: Joseph D. Irvin
Print name: Joseph D. Irvin
Title: City Manager

Approved as to form:

Dated: _____, 2022

REIN & CLEFTON

_____

By: AARON M. CLEFTON, ESQ.
Attorneys for Plaintiff
DEBORAH PEREZ

Dated: _____, 2022

PORTER SCOTT
A PROFESSIONAL CORPORATION

_____

By: MATTHEW GROSS, Esq.
Attorney for Defendants
CITY OF SOUTH LAKE TAHOE and COUNTY OF EL DORADO

ORDER

Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.

Dated: April 11, 2022

/s/ John A. Mendez
THE HONORABLE JOHN A. MENDEZ
UNITED STATES DISTRICT COURT JUDGE

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 19

Agenda Item: Policies Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Residential Allocations and Development Commodities and Land Coverage Owned by the City of South Lake Tahoe

Executive Summary: The City Council maintains policies for the distribution of Tahoe Regional Planning Agency (TRPA) residential allocations and city owned development commodities and land coverage. Amendments to these policies are recommended in order to better align them with economic development and housing goals of the City Council. Recommended amendments would prohibit the use of City distributed development rights for vacation rentals, prevent the use of commercial floor area (CFA) for conversion to other development rights in order to reserve CFA for commercial economic development incentives, allow up to 20 TAUs to be converted to RUUs to be used for accessory dwelling units, and allow an additional 20 TAUs to be converted to multi-family RUUs that are used for workforce housing.

Requested Action / Suggested Motions: 1) Pass a Resolution approving revised Residential Allocation Procedures; and, 2) Pass a Resolution approving revised Policy Regarding TRPA Commodities.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services

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

Attachments:

01-Staff Report - Commodity Distribution.docx
02-Res 2021-036 Residential Allocation Procedures.pdf
03-Res 2019-067 Policy Regarding TRPA Commodities.pdf
02-Resolution Revised Residential Allocation Proceedures.pdf
05-Resolution Revised Policy Regarding TRPA Comodities.pdf

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

Meeting Date: May 3, 2022

Title: Policies Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Residential Allocations and Development Commodities Owned by the City of South Lake Tahoe

Location: Citywide

Responsible Staff Member: Hilary Roverud, Director of Development Services

Background: The Tahoe Regional Planning Agency (TRPA) is the land use authority and has established a development rights system to manage future development in the Tahoe basin.

Through the TRPA Bi-State Compact, Regional Plan and Code of Ordinances, TRPA regulates the rate and timing of growth within the Tahoe Basin to achieve established environmental thresholds. These measures were put in place to stop rapid development that was occurring in the 1960s and 1970s and are based on an established a "carrying capacity" for development in the Region. TRPA growth management regulations establish a variety of development rights which are land use units someone must acquire before development occurs. The following development rights apply to each type of land use:

Commercial Floor Area (CFA): *The gross square footage of floor area within the outer wall of a commercial building, not including stairwells and airshafts. It may also include the square footage of other facilities relating to such building, including but not limited to decks that are designated for commercial use under a permit.*

Tourist Accommodation Unit (TAU): *A unit, with one or more bedrooms and with or without cooking facilities, primarily designed to be rented by the day or week and occupied on a temporary basis.*

Residential Unit of Use (RUU): *Existing residential unit constructed prior to TRPA or thereafter with a TRPA permit. Must contain cooking facilities, bathing and toilet facilities, and living and sleeping areas. May be associated with a single-family house containing one residential unit or a multi-residential development containing more than one unit per parcel. RUUs are formed by combining a potential residential unit of use (PRU) and a residential allocation.*

Potential Residential Units of Use (PRU): *Attached to certain parcels in the basin, it's the ability to develop a vacant lot for a new residential dwelling. A potential residential unit of use together with a residential allocation becomes an existing residential unit of use upon construction. (Previously known as Residential Development Rights)*

Residential Allocation: *An apportionment of additional residential development opportunity used for regulating the rate and timing of growth within the region. Residential allocations are distributed by TRPA to local jurisdictions every two years based on three criteria: 1) residential permit review and code compliance; 2) Total Maximum Daily Load (TMDL) implementation; and 3) short-term rental neighborhood compatibility. An allocation must be paired with a PRU in order to create a new residential unit.*

TRPA also allocates Bonus Units for transferring existing development from sensitive areas or development of affordable and achievable income housing units. Residential Bonus Units are equivalent to an RUU.

CFA, TAUs, and RUUs have the potential for conversion to other types of development rights. The conversion rates are shown in the table below.

TABLE 51.4.3-1: CONVERSION EXCHANGE RATES

Existing Development Right	Equivalent Development Rights			
	CFA	TAU	SF ERUU	MF ERUU
300 sq ft. Commercial Floor Area (CFA)	300 sq. ft.	1	1	3/2
1 Tourist Accommodation Unit (TAU)	300 sq. ft.	1	1	3/2
1 Single Family Detached Existing Residential Unit of Use (SF ERUU)	300 sq. ft.	1	1	3/2
1 Multi-Family Attached Existing Residential Unit of Use (MF ERUU)	200 sq. ft.	2/3	2/3	1

TRPA regulations also create limitations on the amount of land disturbance that can be established based on land capability classifications. Limiting coverage and maintaining open space in a watershed improves water quality since it maximizes the amount of land that can receive and infiltrate water and allows plants to filter nutrients and minimize water runoff. Permanent land disturbance is measured in terms of square feet of land coverage (impervious surface) and includes all man-made structures such as homes, driveways, and parking lots. The amount of land coverage that can be created on a parcel or transferred to it depends on the established land capability of the underlying soils. Higher capability lands have the potential for more land coverage than sensitive lands. Types of land coverage include the following:

Hard Coverage: *Human-made structures that prevent water infiltration from directly reaching the land surface underlying the structure. Examples: roofs, decks, concrete, roads, driveways, parking lots, tennis courts, patios.*

Soft coverage: *Compacted soil areas without structures where substantial infiltration is prevented (at least 75%). Examples: dirt road, dirt parking area.*

Potential Coverage: *Allowable coverage that does not physically exist. Example: An undeveloped parcel within the non-sensitive land capability class 5 (allowed 25% of base coverage).*

The City of South Lake Tahoe has TRPA development rights and land coverage which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development) over many years. Specifically, the development rights (commodities) such as potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), commercial floor area (CFA) and land coverage are available for distribution and sale.

Issue and Discussion: On September 17, 2019, the City Council adopted a comprehensive policy for the distribution of City owned development rights and land coverage (Attachment 02). The policy addresses the following directives from Council:

- The established development right cost, per category, should be based upon 1/3 of the recommended appraisal rate for the purpose of providing monies for affordable housing initiatives.
- For the provision of development rights at no cost, prevent conversion of housing units to condominiums unless the developer reimburses City for value of development rights.
- Allow City to sell development rights and land coverage outside the City limits at fair market value, with approval by the City Council.
- Inclusion of the “moderate income” to broaden eligibility criterion.
- Provide development rights and land coverage to multi-family residential projects and mixed-use projects for lease/tenant who is employed a minimum of 30 hours per week, at a place of business located in the Tahoe Basin.

In addition, the City Council has maintained policies for the distribution of residential allocations (Attachment 03). Resolution 2021-036 established the current policy that ensures that allocations are distributed fairly and are utilized effectively. The policy includes setting aside allocation for multi-family residential development and for development in Town Centers.

Since adoption of these resolutions, the City Council has established a Strategic Plan which includes priorities for the built environment, recreation and equitable access, community for all, economic development, and continuous improvement. The City Council has also established specific directives for housing project and program priorities and discussed goals for economic development. Furthermore, the City Council has conducted discussions during consideration of project applications that relate to location and commodity requirements for vacation rentals,

development of condominiums, and availability of opportunities for affordable housing. Resolutions 2019-067 and 2021-036 are being brought back to the City Council with a recommendation to make minor amendments that would better align the commodity distribution policy with strategic measures to incentivize and direct land use activities and developments consistent with Council priorities.

An amendment to the policy for distribution of residential allocations would require multi-unit projects that are subdivided into condominiums to obtain single-family allocations in order to preserve multi-family allocations for rental properties (Attachment 04). Condominium units restricted for affordable or achievable income owners would still be eligible to receive Bonus Units from TRPA.

Amendments to the policy for the distribution of City owned development rights and land coverage would prohibit the use of City distributed development rights for vacation rentals, prevent the use of CFA for conversion to other development rights in order to reserve CFA for commercial economic development incentives, allow up to 20 TAUs to be converted to RUUs to be used for accessory dwelling units, and allows an additional 20 TAUs to be converted to multi-family RUUs that are used for workforce housing (employed at least 30 hours/week at a local business) (Attachment 05). Conversion of TAUs to RUUs for accessory dwelling units is required to be at a 1:1 ratio however conversion to multi-family RUUs is at 1:1.5. These amendments would retain the existing incentives in place for the development of housing and provide additional opportunities to incentivize the development of accessory dwelling units and market rate housing units for the local workforce.

Financial Implications: Revenue from the sale of development rights and land coverage is deposited in the Workforce Housing fund where it is used for the implementation of housing projects and programs.

Environmental Considerations: Amendment of this policy does not constitute an “approval” of a “project” pursuant to CEQA Guidelines Sections 15004 and 15352.

Policy Implications: The recommended amendments are consistent with the City General Plan and Strategic Plan, specifically the following policies:

General Plan Economic Development Element Policy ED-1.2: Economic and Environmental Balance: The City shall strive to maintain a balance between economic health and environmental health through careful and efficient planning.

General Plan Economic Development Element Policy ED-1.4: Economic Growth Considerations: The City shall ensure economic growth: makes a positive contribution to the local economy, community, and environment, with particular attention to potential impacts on the health of Lake Tahoe and the forest; does not negatively impact infrastructure and community

facilities; and is compatible with “un-biased” scientifically-based and peer-tested regional Environmental Thresholds.

General Plan Economic Development Element Policy ED-1.9: Commercial Floor Area Allocation Transfer Incentives: The City shall seek incentives to facilitate Commercial Floor Area (CFA) transfers from other parts of the city to redevelopment project areas.

General Plan Housing Element Policy 1-1: The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Strategic Plan Action Item 4.1.2: Evaluate available methods and tools which support a City of South Lake Tahoe economic development function to identify, recruit, and retain businesses.

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Resolution 2021-036

Adopted by the City of South Lake Tahoe
City Council

May 18, 2021

Approving Revised Residential Allocation Procedures

BACKGROUND

A. The Tahoe Regional Planning Agency provides authority for the distribution of residential allocations to the city pursuant to TRPA Code of Ordinances Section 50.5.2.C.

B. The City Council adopted a Residential Allocation Policy Statement in 1991 which was amended in 1997, 2001, 2009; 2011, 2015 and 2018 then reaffirmed by Resolution No. 2019-033.

C. It is desirable for the City to facilitate the utilization of residential allocations for new residential construction within the City limits.

D. It is desirable for the City Residential Allocation Procedures to be clear and as streamlined as possible.

E. The City Council adopted Ordinance No. 2021-1152 amending the City Code to adopt residential development and design standards on March 2, 2021, which allowed for single-family, duplex and triplex projects to be reviewed ministerially without a Design Review permit.

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

1. Adopts the Revised Residential Allocation Procedures, which are attached hereto as Exhibit A, and directs staff to initiate implementation of these procedures immediately.

Adopted by the City of South Lake Tahoe City Council on May 18, 2021 by the following vote:
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Tamara Wallace, Mayor
Date: 5/20/2021

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.

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Exhibit A
RESIDENTIAL ALLOCATION PROCEDURES

The City of South Lake Tahoe distributes residential unit allocations to local governments every two years. The City Council has maintained a policy for the distribution of these allocations to properties within the City since 1991 with amendments occurring in 1997, 2001, 2009 2015 and 2018. The purpose of the policy is to provide consistency and fairness in the distribution of allocations to residential properties and property owners wanting to develop housing unitswithin the City.

ALLOCATIONS RECEIVED FROM TRPA

1. Ten percent of the City of South Lake Tahoe allocations are retained by TRPA for the applicants for unbuildable parcels pool.
2. If there are 55 or more allocations currently available in the Town Center pool, the allocations shall be distributed as follows:
    - Sixty-six percent (66.6%) of the residential allocations received from TRPA are assigned to single-family applicants.
    - Thirty-three percent (33.3%) of the residential allocations are assigned to multi-family projects. These allocations can be used for condominium projects.
3. If there are less than 55 allocations currently available in the Town Center pool, the allocations shall be distributed as follows:
    - Forty nine percent (49%) of the residential allocations received from TRPA are assigned to Town Centers in adopted Area Plans. In the event that no applicants on the Town Center waitlist claim an available allocation the Town Center pool may be capped at 55 and additional allocations may be distributed to the multi-family and single-family pools according to the formula described in section 2 above.
    - The remaining residential allocations received from TRPA are assignedto any area of the City as follows:
        - Sixty-six percent (66.6%) of the Citywide residential allocationsreceived from TRPA are assigned to single-family applicants.
        - Thirty-three percent (33.3%) of the Citywide residential allocations are assigned to multi-family projects. These allocations can be used for condominium projects.
4. Any allocations which are reissued to the City by TRPA due to lack of applicants for unbuildable parcels shall be distributed first to single-family applicants with priority to those in the Town Center, then to multi-family applicants with priority to those in the Town Center.
5. If all allocations assigned to single-family applicants have been accepted and utilized and there are allocations assigned to multi-family applicants, which have been offered to all applicants on the waiting list but not accepted, indicating a lack of demand, those allocations may be offered to applicants on the single- family waiting list.

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NOTIFICATION LETTER

6. Within 30 days after receiving a Notification Letter from the City of South Lake Tahoe the property owner is required to return the Notification Letter with one of the following options selected;
    - Accept the allocation and comply with all requirements. The Allocation Certificate must be claimed by the owner or an agent (with written authorization from the owner). Signed original documentation must be provided. A copy of the current Grant Deed must be presented. Note: The multi-family notification letter will specify the number of allocations being issued.
    - Reject the allocation and request name to be placed at the end of the waitlist and include the fee established by the current City Council in the City Master Fee Schedule.
    - Reject the allocation and request name to be removed from the waitlist and that the deposit held by the City of South Lake Tahoe be refunded.
7. Only projects offered allocations in the initial distribution are required to be placed at the end of the waitlist or be removed. Allocation offers to projects further down the list, which were not accepted in the initial distribution, may rejectthe offer and remain in place on the waitlist. However, rejecting an allocation and remaining in place on the waitlist may only occur one time per project. Subsequent allocation offer rejections will result in the project being placed at theend of the waitlist.

NUMBER OF ALLOCATIONS AWARDED

8. A property owner (or his/her agent) may receive only one single-family allocationper building season unless there are no other applicants on the waiting list.
9. A maximum of eight (8) allocations may be issued to any one multi-family projectper allocation period except for projects located in a Town Center where there is not maximum limit.
10. Repeat names will be moved to the end of the list in the order encountered as it stands at the time of award of these allocations. No additional fee is charged.

TRANSFER OF ALLOCATION

11. Property owner/applicant's place on the list is parcel and owner specific. It may not be transferred to any other property or owner. If title to the property changes or the property is sold before an Allocation Certificate is issued the property will be removed from the list and the original applicant may request a return of the refundable portion of the deposit. The new owner shall submit the required documentation, fee and deposit to be placed at the end of the existing list.
12. Once an Allocation Certificate is issued the property can be sold with the allocation. Under no circumstances can that allocation be transferred to any other parcel of land.

PLAN SUBMITTAL AND CRITICAL DATES

13. For projects with more than three units, within three (3) months the property owner shall submit a Design Review application packet and checklists to the City of South

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Lake Tahoe Planning Division. Within six (6) months of a design review approval, or one (1) year after submittal date for design review, the property owner shall submit a complete multi-family residential application to the City of South Lake Tahoe Building Division. If the Design Review is not approved within one (1) yearafter application submittal date the allocation(s) will go back in the distribution pool. The project may remain on the waiting list for future allocation distributions.

14. For single-family, duplex and triplex projects, within six (6) months the property owner shall submit acomplete residential building permit application to the City of South Lake Tahoe Building Division.
15. Accepting a residential allocation via written notification to the City of South Lake Tahoe and at any time thereafter returning or rescinding the allocation, or failure to comply with any of the critical dates, shall cause a forfeiture of the deposit and the allocation to the City of South Lake Tahoe.
16. Council action is required to extend any deadlines.

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Resolution 2019-067

Adopted by the City of South Lake Tahoe City Council

September 17, 2019

Policy Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by City of South Lake Tahoe

BACKGROUND

A. The Tahoe Regional Planning Authority (TRPA) is the land use authority and has established a development rights system to manage future development and a system to regulate the amount of land coverage in the Tahoe basin.

B. The TRPA development rights are land use units that must be acquired before a property can be developed. Development rights include potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), and commercial floor area (CFA).

C. Permanent land coverage is also regulated by the TRPA to protect the Lake Tahoe watershed. Parcels are limited to a specified amount of land coverage and, in some cases, may be transferred to maximize the allowable amount on a given parcel.

D. The City of South Lake Tahoe is subject to applying the development rights and land coverage systems to our review and approval of land use entitlement applications that are subject to the TRPA/City Memorandum of Understanding.

E. The City has TRPA development rights and land coverage which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development).

F. The City has been approached by project developers/applicants interested in securing development rights and land coverage from the City.

G. The City has independently sold or provided various TRPA development rights and land coverage to project developers/applicants based on the merits of the individual project.

H. Through the sale of TRPA development rights and land coverage the City has also provided an environmental and economic incentive to projects which otherwise would not have been economically feasible.

I. The City believes it is appropriate, and transparent, to establish a policy that addresses the future distribution and sale of development rights and land coverage maintained by the City.

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

1. Acknowledges and reserves the right to retain all necessary TRPA development rights and land coverage to support City-sponsored municipal projects; and

2. Hereby authorizes the distribution and sale of City maintained TRPA development rights and land coverage subject to the provisions of this policy; and

3. The City Council adopts the following policy for the distribution and sale of TRPA development rights and land coverage:

    A. Distribution and sale of TRPA development rights and land coverage shall be directed toward the development of residential, commercial, mixed-use, and industrial properties in the City of South Lake Tahoe.

    B. Distribution and sale of City-owned TRPA development rights and land coverage shall be consistent with the TRPA Regional Plan, TRPA Code of Ordinances, City of South Lake Tahoe General Plan and Municipal Code, and all other applicable community or area plan policies.

        i. When a developer/applicant requests City maintained TRPA development rights and/or land coverage for a project to be located within the City, the proposed project shall be evaluated to ensure the project is consistent with the following criteria;

            a. The subject property must be in the City of South Lake Tahoe; and

            b. The developer/applicant must have a planning application on file with the Development Services Department, prior to a project developer/applicant requesting development rights and/or land coverage; and

            c. The proposed project provides an environmental and/or economic benefit for the community.

    C. The distribution and sale of development rights and land coverage shall be to the affected parcel(s), not the developer/applicant; and

        i. Any change to an approved project (e.g., elevations, building siting, interior configuration) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage. The developer/applicant will return to the City the allocated development rights and/or land coverage. The City shall reimburse the developer/applicant the price of sale, less the City's administrative processing fee.

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D. The distribution and sale of TRPA development rights and land coverage shall be at no cost for the following projects:

i. The sale of city-owned development rights and land coverage shall be at no cost to single or multi-family residential projects, which are deed restricted to accommodate low, very-low, and moderate-income families, as defined by the Department of Housing and Community Development (HCD) annual State Income Limits, pursuant to Health & Safety Code Section 50093.

ii. The sale of city-owned development rights and land coverage shall be at no cost to a developer/applicant of a multi-family residential project or a mixed-use project, if the project is located with the boundaries of an identified Town Center.

a. In order to qualify for city-owned development rights and land coverage at no cost under this provision, the developer/applicant shall provide evidence that all residential units in said project are deed-restricted for occupancy by a tenant employed at least 30 hours per week at a place of business located in the Tahoe Basin.

b. A mixed-use project can be the horizontal or vertical mix of uses (residential, commercial and industrial) within the same building structure.

iii. The sale of city-owned development rights and land coverage shall be at no cost to commercial/industrial projects, when the property is deemed to be distressed and/or blighted, and the value of the proposed improvements and/or new construction are greater than fifty-one percent of the El Dorado County assessed value.

E. Should an approved residential, commercial, mixed-use, or industrial project later choose to subdivide the land (pursuant to the Subdivision Map Act), all previously required deed restrictions will remain in force or the developer shall reimburse the City the full market rate for said development rights/land coverage at the time of subdivision.

4. The City Council adopts the following implementation strategy for the distribution and sale of development rights and land coverage:

A. The Development Services Department will have an appraisal prepared by a California licenses appraiser, analyzing the sale of each development right (potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), commercial floor area (CFA); and land coverage), for the preceding calendar year.

i. The appraiser shall prepare the above-described report for presentation to the City Council on or before February 1 of each calendar year.

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a. The report shall describe the methodology used in determining the value of each development right category, including commercial floor area, and

b. The report shall contain recommendations for each development right category, including land coverage; and

c. The report shall also include a recommended tiers rate structure to address variances based on the scale of the project.

ii. The City Council reserves the right to annually set the price point for each development right type and/or land coverage; and

a. The established cost per category, shall be based upon one-third of the recommended appraisal rate. The City Council may adjust the development rights and land coverage rates based upon the first prepared appraisal, and every four years thereafter.

iii. A developer/applicant shall have one-year from the date of the approved development right/land coverage request to submit and obtain a building permit, issued through the City. If this milestone is unachievable the applicant may apply for an extension or relinquish the City granted development rights and land coverage.

iv. One, one-year extension for the retention of approved development rights/ land coverage may be granted by the City Manager, based on the project continuing to meet the distribution policy and proceeding in a diligent manner, or relinquish the City granted development rights and land coverage.

v. The sale and transfer of development rights/land coverage shall be completed prior to the issuance of a Certificate of Occupancy.

vi. If any of the associated City Planning, Building and/or TRPA permits expire, the allocated development rights/land coverage shall be returned to the City. The City shall also reimburse the developer/applicant for the cost of those development rights/land coverage, less the City's administrative processing fee.

vii. Should the project parcel(s) change ownership the development rights may be transferred to a new owner so long as the project is constructed as approved. Any change to an approved project (e.g., elevations, building siting, interior configuration) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage.

viii. When approved development rights/land coverage is banked on a sending parcel, the developer/applicant shall obtain TRPA Transfer of

Development Rights approval prior to the issuance of a certificate of occupancy.

ix. The proceeds from the sale of city-owned development rights/land coverage shall be dedicated to the City's Workforce Housing Fund to support the City's affordable housing initiatives.

B. The City Council hereby delegates to the City Manager the authority to approve or deny, and to complete the distribution and sale of the development rights/land coverage inside the City of South Lake Tahoe consistent with the criteria outlined in this policy.

C. The City Council reserves the sole right to distribute and sell development rights/land coverage to private developers and other public agencies outside the City of South Lake Tahoe, and all such distribution and sales shall be at the full market rate at that time.

D. The City Council hereby directs the implementation of an annual review process of this policy to be completed prior to February 1, of each calendar year.

E. These policies supersede all other distribution and sale of development rights and land coverage policies adopted by the City Council through Resolution No. 2017-73; and

Adopted by the City of South Lake Tahoe City Council on September 17, 2019 by the following vote:

Yes: Collin, Laine, Middlebrook and Wallace
Absent: Bass

DocuSigned by:

Brooke Laine, Mayor

9/27/2019
Date

Attest:

DocuSigned by:

Sue 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.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

Approving Revised Residential Allocation Procedures

BACKGROUND

A. The Tahoe Regional Planning Agency provides authority for the distribution of residential allocations to the city pursuant to TRPA Code of Ordinances Section 50.5.2.C.

B. The City Council adopted a Residential Allocation Policy Statement in 1991 which was amended in 1997, 2001, 2009; 2011, 2015, 2018, 2019, and 2021.

C. It is desirable for the City to facilitate the utilization of residential allocations for new residential construction within the City limits.

D. It is desirable for the City Residential Allocation Procedures to be clear and as streamlined as possible.

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

1. Adopts the Revised Residential Allocation Procedures, which are attached hereto as Exhibit A, and directs staff to initiate implementation of these procedures immediately.

Adopted by the City of South Lake Tahoe City Council on May 3, 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.

Exhibit A

RESIDENTIAL ALLOCATION PROCEDURES

The City of South Lake Tahoe distributes residential unit allocations to local governments every two years. The City Council has maintained a policy for the distribution of these allocations to properties within the City since 1991 with amendments occurring in 1997, 2001, 2009 2015 and 2018. The purpose of the policy is to provide consistency and fairness in the distribution of allocations to residential properties and property owners wanting to develop housing unitswithin the City.

ALLOCATIONS RECEIVED FROM TRPA

1. Ten percent of the City of South Lake Tahoe allocations are retained by TRPA for the applicants for unbuildable parcels pool.
2. If there are 55 or more allocations currently available in the Town Center pool, the allocations shall be distributed as follows:
    - Sixty-six percent (66.6%) of the residential allocations received from TRPA are assigned to single-family applicants.
    - Thirty-three percent (33.3%) of the residential allocations are assigned to multi-family projects. These allocations can be used for condominium projects.
3. If there are less than 55 allocations currently available in the Town Center pool, the allocations shall be distributed as follows:
    - Forty nine percent (49%) of the residential allocations received from TRPA are assigned to Town Centers in adopted Area Plans. In the event that no applicants on the Town Center waitlist claim an available allocation the Town Center pool may be capped at 55 and additional allocations may be distributed to the multi-family and single-family pools according to the formula described in section 2 above.
    - The remaining residential allocations received from TRPA are assignedto any area of the City as follows:
        - Sixty-six percent (66.6%) of the Citywide residential allocationsreceived from TRPA are assigned to single-family applicants.
        - Thirty-three percent (33.3%) of the Citywide residential allocations are assigned to multi-family projects. These allocations can be used for condominium projects.
4. Any allocations which are reissued to the City by TRPA due to lack of applicants for unbuildable parcels shall be distributed first to single-family applicants with priority to those in the Town Center, then to multi-family applicants with priority to those in the Town Center.
5. If all allocations assigned to single-family applicants have been accepted and utilized and there are allocations assigned to multi-family applicants, which have been offered to all applicants on the waiting list but not accepted, indicating a lack of demand, those allocations may be offered to applicants on the single- family waiting list.

NOTIFICATION LETTER

6. Within 30 days after receiving a Notification Letter from the City of South Lake Tahoe the property owner is required to return the Notification Letter with one of the following options selected;
    - Accept the allocation and comply with all requirements. The Allocation Certificate must be claimed by the owner or an agent (with written authorization from the owner). Signed original documentation must be provided. A copy of the current Grant Deed must be presented. Note: The multi-family notification letter will specify the number of allocations being issued.
    - Reject the allocation and request name to be placed at the end of the waitlist and include the fee established by the current City Council in the City Master Fee Schedule.
    - Reject the allocation and request name to be removed from the waitlist and that the deposit held by the City of South Lake Tahoe be refunded.
7. Only projects offered allocations in the initial distribution are required to be placed at the end of the waitlist or be removed. Allocation offers to projects further down the list, which were not accepted in the initial distribution, may rejectthe offer and remain in place on the waitlist. However, rejecting an allocation and remaining in place on the waitlist may only occur one time per project. Subsequent allocation offer rejections will result in the project being placed at theend of the waitlist.

~~NUMBER OF~~ ALLOCATIONS AWARDED

8. A property owner (or his/her agent) may receive only one single-family allocation per building season unless there are no other applicants on the waiting list.
9. A maximum of eight (8) allocations may be issued to any one multi-family projectper allocation period except for projects located in a Town Center where there is not maximum limit.
10. Repeat names will be moved to the end of the list in the order encountered as it stands at the time of award of these allocations. No additional fee is charged.
~~10.~~11. Multi-family projects that are subdivided into condominiums must obtain single-family allocations.

TRANSFER OF ALLOCATION

~~11.~~12. Property owner/applicant's place on the list is parcel and owner specific. It may not be transferred to any other property or owner. If title to the property changes or the property is sold before an Allocation Certificate is issued the property will be removed from the list and the original applicant may request a return of the refundable portion of the deposit. The new owner shall submit the required documentation, fee and deposit to be placed at the end of the existing list.
~~12.~~13. Once an Allocation Certificate is issued the property can be sold with the allocation. Under no circumstances can that allocation be transferred to any other parcel of land.

PLAN SUBMITTAL AND CRITICAL DATES

~~13.~~14. For projects with more than three units, within three (3) months the property owner shall submit a Design Review application packet and checklists to the City of South Lake Tahoe Planning Division. Within six (6) months of a design review approval, or one (1) year after submittal date for design review, the property owner shall submit a complete multi-family residential application to the City of South Lake Tahoe Building Division. If the Design Review is not approved within one (1) yearafter application submittal date the allocation(s) will go back in the distribution pool. The project may remain on the waiting list for future allocation distributions.

~~14.~~15. For single-family, duplex and triplex projects, within six (6) months the property owner shall submit acomplete residential building permit application to the City of South Lake Tahoe Building Division.

~~15.~~16. Accepting a residential allocation via written notification to the City of South LakeTahoe and at any time thereafter returning or rescinding the allocation, or failure to comply with any of the critical dates, shall cause a forfeiture of the deposit and the allocation to the City of South Lake Tahoe.

~~16.~~17. Council action is required to extend any deadlines.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council May 3, 2022

Policy Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by City of South Lake Tahoe (Replacing Resolution 2019-067)

BACKGROUND

A. The Tahoe Regional Planning Agency (TRPA) is the land use authority and has established a development rights system to manage future development and a system to regulate the amount of land coverage in the Tahoe basin.

B. The TRPA development rights are land use units that must be acquired before a property can be developed. Development rights include potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), and commercial floor area (CFA).

C. Permanent land coverage is also regulated by the TRPA to protect the Lake Tahoe watershed. Parcels are limited to a specified amount of land coverage and, in some cases, may be transferred to maximize the allowable amount on a given parcel.

D. The City of South Lake Tahoe is subject to applying the development rights and land coverage systems to our review and approval of land use entitlement applications that are subject to the TRPA/City Memorandum of Understanding.

E. The City has TRPA development rights and land coverage which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development).

F. The City has been approached by project developers/applicants interested in securing development rights and land coverage from the City.

G. The City has independently sold or provided various TRPA development rights and land coverage to project developers/applicants based on the merits of the individual project.

H. Through the sale of TRPA development rights and land coverage the City has also provided an environmental and economic incentive to projects which otherwise would not have been economically feasible.

I. The City believes it is appropriate, and transparent, to establish a policy that

addresses the future distribution and sale of development rights and land coverage maintained by the City.

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

1. Acknowledges and reserves the right to retain all necessary TRPA development rights and land coverage to support City-sponsored municipal projects; and

2. Hereby authorizes the distribution and sale of City maintained TRPA development rights and land coverage subject to the provisions of this policy; and

3. The City Council adopts the following policy for the distribution and sale of TRPA development rights and land coverage:

   A. Distribution and sale of TRPA development rights and land coverage shall be directed toward the development of residential, commercial, mixed-use, and industrial properties in the City of South Lake Tahoe.

   B. Distribution and sale of City-owned TRPA development rights and land coverage shall be consistent with the TRPA Regional Plan, TRPA Code of Ordinances, City of South Lake Tahoe General Plan and Municipal Code, and all other applicable community or area plan policies.

      i. When a developer/applicant requests City maintained TRPA development rights and/or land coverage for a project to be located within the City, the proposed project shall be evaluated to ensure the project is consistent with the following criteria;

         a. The subject property must be in the City of South Lake Tahoe; and

         b. The developer/applicant must have a planning application on file with the Development Services Department, prior to a project developer/applicant requesting development rights and/or land coverage; and

         c. The proposed project provides an environmental and/or economic benefit for the community.

   C. The distribution and sale of development rights and land coverage shall be to the affected parcel(s), not the developer/applicant; and

      i. Any change to an approved project (e.g., elevations, building size

or siting, ~~interior configuration~~land uses, or density) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage. The City Manager has the discretion to require any project change to be reviewed by the City Council to determine whether development rights or land coverage should be revoked. If revoked, ~~T~~the developer/ applicant will return to the City the allocated development rights and/or land coverage. The City shall reimburse the developer/applicant the price of sale, less the City's administrative processing fee.

D. The distribution and sale of TRPA development rights and land coverage shall be at no cost for the following projects:

i. The sale of city-owned development rights and land coverage shall be at no cost to single or multi-family residential projects, which are deed restricted to accommodate low, very-low, and moderate-income families, as defined by the Department of Housing and Community Development (HCD) annual State Income Limits, pursuant to Health & Safety Code Section 50093.

ii. The sale of city-owned development rights and land coverage shall be at no cost to a developer/applicant of a multi-family residential project or a mixed-use project containing multi-family residential units, if the project is located with the boundaries of an identified Town Center.

~~a. In order to qualify for city-owned development rights and land coverage at no cost under this provision, the developer/applicant shall provide evidence that all residential units in said project are deed-restricted for occupancy by a tenant employed at least 30 hours per week at a place of business located in the Tahoe Basin.~~

~~b.~~a. A mixed-use project can be the horizontal or vertical mix of uses (residential, commercial and industrial) ~~within the same building structure~~.

iii. The sale of city-owned development rights and land coverage shall be at no cost to commercial/industrial projects, when the property is deemed to be distressed and/or blighted, and the value of the proposed improvements and/or new construction are greater than fifty-one percent of the El Dorado County assessed value.

iv. Up to 20 City banked Tourist Accommodation Units may be converted to Residential Units of Use and sold at no cost for the

construction of new Accessory Dwelling Units.

v. Up to 20 City banked Tourist Accommodation Units may be converted to Residential Units of Use and sold at no cost for the construction of new multi-family (2 or more units) projects where the developer/applicant provides evidence that all residential units utilizing converted City Tourist Accommodation Units are deed-restricted for occupancy by a tenant employed at least 30 hours per week at a place of business located in the Tahoe Basin.

~~E.~~ Should an approved residential, commercial, mixed-use, or industrial project later choose to subdivide the land (pursuant to the Subdivision Map Act), all previously required deed restrictions will remain in force or the developer shall reimburse the City the full market rate for said development rights/land coverage at the time of subdivision.

E. Should the City provide or sell development rights or land coverage for a project containing residential units, a deed restriction shall be placed on the property prohibiting use as a Vacation Home Rental as defined in City Code Section 3.50.370.

F. Commercial Floor Area shall only be provided or sold to a commercial project and shall not be converted to other development right types.

4. The City Council adopts the following implementation strategy for the distribution and sale of development rights and land coverage:

A. The Development Services Department will have an appraisal prepared by a California licenses appraiser, analyzing the sale of each development right (potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), commercial floor area (CFA); and land coverage), for the preceding calendar year.

i. The appraiser shall prepare the above-described report for presentation to the City Council on or before February 1 of each calendar year.

a. The report shall describe the methodology used in determining the value of each development right category, including commercial floor area, and

b. The report shall contain recommendations for each development right category, including land coverage; and

c. The report shall also include a recommended tiers rate structure to address variances based on the scale of the project.

ii. The City Council reserves the right to annually set the price point for each development right type and/or land coverage; and

a. The established cost per category, shall be based upon one-third of the recommended appraisal rate. ~~The City Council may adjust the development rights and land coverage rates based upon the first prepared appraisal, and every four years thereafter.~~

iii. A developer/applicant shall have one-year from the date of the approved development right/land coverage request to submit and obtain a building permit, issued through the City. If this milestone is unachievable the applicant may apply for an extension or relinquish the City granted development rights and land coverage.

iv. One, one-year extension for the retention of approved development rights/ land coverage may be granted by the City Manager, based on the project continuing to meet the distribution policy and proceeding in a diligent manner, or relinquish the City granted development rights and land coverage.

v. The sale and transfer of development rights/land coverage shall be completed prior to the issuance of a Certificate of Occupancy.

vi. If any of the associated City Planning, Building and/or TRPA permits expire, the allocated development rights/land coverage shall be returned to the City. The City shall also reimburse the developer/applicant for the cost of those development rights/land coverage, less the City's administrative processing fee.

vii. Should the project parcel(s) change ownership the development rights may be transferred to a new owner so long as the project is constructed as approved. Any change to an approved project (e.g., elevations, building siting, interior configuration) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage.

viii. When approved development rights/land coverage is banked on a sending parcel, the developer/applicant shall obtain TRPA Transfer of Development Rights approval prior to the issuance of a certificate of occupancy.

ix. The proceeds from the sale of city-owned development rights/land coverage shall be dedicated to the City's Workforce

Housing Fund to support the City's affordable housing initiatives.

B. The City Council hereby delegates to the City Manager the authority to approve or deny, and to complete the distribution and sale of the development rights/land coverage inside the City of South Lake Tahoe consistent with the criteria outlined in this policy.

C. The City Council reserves the sole right to distribute and sell development rights/land coverage to private developers and other public agencies outside the City of South Lake Tahoe, and all such distribution and sales shall be at the full market rate at that time.

D. The City Council hereby directs the implementation of an annual review process of this policy to be completed prior to February 1, of each calendar year.

E. These policies supersede all other distribution and sale of development rights and land coverage policies adopted by the City Council through Resolution No. 2017-73; and

Adopted by the City of South Lake Tahoe City Council on May 3, 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: May 3, 2022
Agenda Item #: 20

Agenda Item: Presentation by Lime on 2021 Season; Direction Regarding Winter Operations for Shared Mobility Devices

Executive Summary: Lime has requested to make a report to City Council summarizing its 2021 season and its plans for 2022.

In response to a request from Bird Scooters at the end of the 2021 season, City Council requested to bring an item back for discussion on whether to amend the Shared Mobility Device Ordinance, Chapter 4.185 of the South Lake Tahoe City Code, to allow for winter operations. Currently, shared mobility device companies may get a permit from the Police Department to operate between May 1 and October 31 each year. Staff recommends not allowing winter operations for public safety reasons because of the relatively high amount of average snowfall in South Lake Tahoe (142 inches) compared to other cities where Bird Scooters has winter operations (Denver at 60 inches and Salt Lake City at 54 inches). Public safety concerns include rider safety in snowy and icy conditions and potential safety hazards that could be caused by scooters buried in snow.

Requested Action / Suggested Motions: (1) Receive presentation from Lime; and (2) Provide direction to staff on whether to amend Shared Mobility Device Ordinance to allow for winter operations.
Responsible Staff Members: Joseph Irvin, City Manager and Heather Stroud, City Attorney

Responsible Staff Member: Joseph Irvin, City Manager (530) 542-6043 and Heather Stroud, City Attorney (530) 542-7478

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

01-Lime Presentation.pdf

South Lake Tahoe

2022 Season Launch



Agenda

1. Introduction
2. Lime
3. Program Summary
4. Improving City Living

WHO IS LIME?

Lime is the world’s largest shared electric vehicle company.

OUR MISSION

Build a future where transportation is shared, affordable and carbon-free.

Lime Around the World

>230
Cities

>5
Continents

>300M
Trips

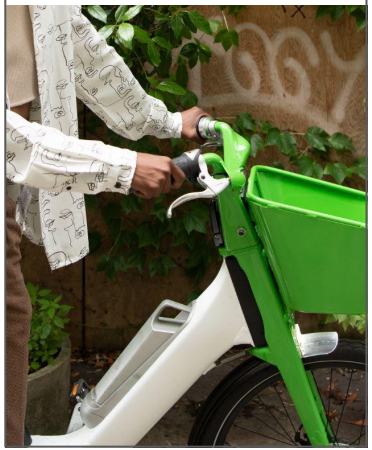
>26,000+
Tons of CO2 avoided

Our Core Principles

01
Safety



02
Sustainability

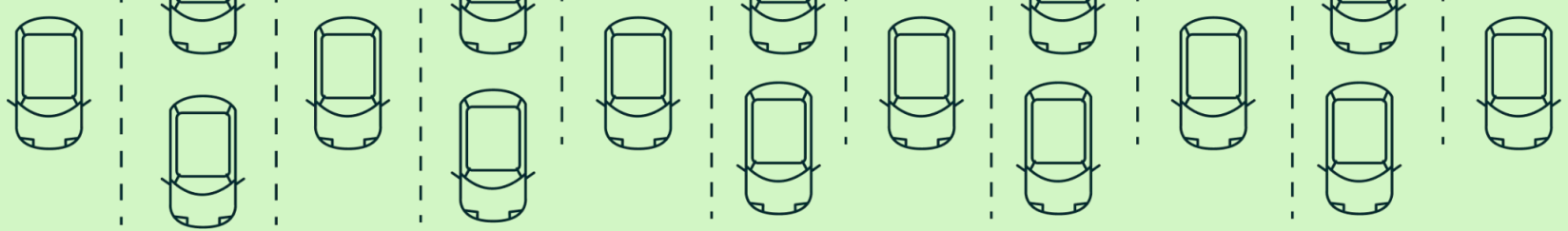


03
Community



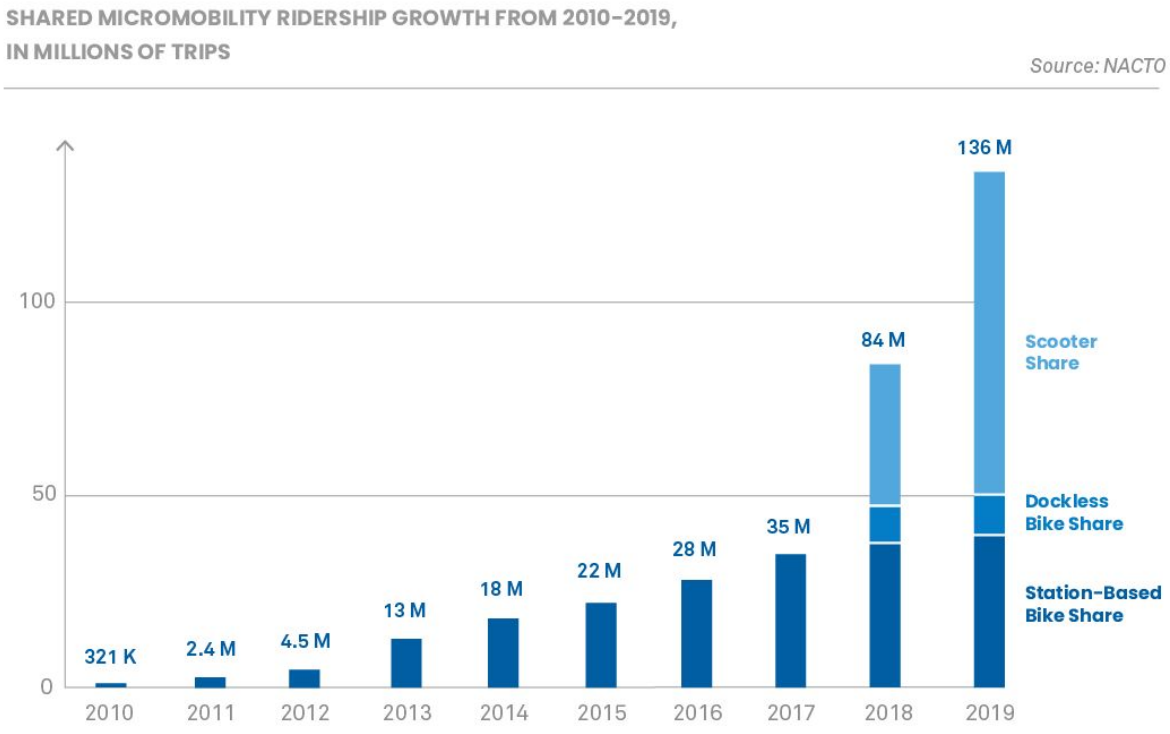
04
Innovation





Mode Shift

Lime's micromobility vehicles are particularly well-suited to the first approach. In cities around the world, travellers use Lime's shared scooters and bicycles to replace car trips. In Denver, Colorado roughly 1 in 3 Lime trips replace a motor vehicle trip (including personally-owned vehicles as well as taxi/ride hailing). In Sydney, Australia and Milton Keynes, UK, survey data indicates that 1 in 4 Lime trips substitute for a car or taxi ride. These findings from Lime's Policy Research team align with studies conducted by cities and academics. A recent literature review article found that "the substitution rate of riding e-scooters for auto trips is within 25-40% in most cases" (Transport Reviews).



Source: NACTO

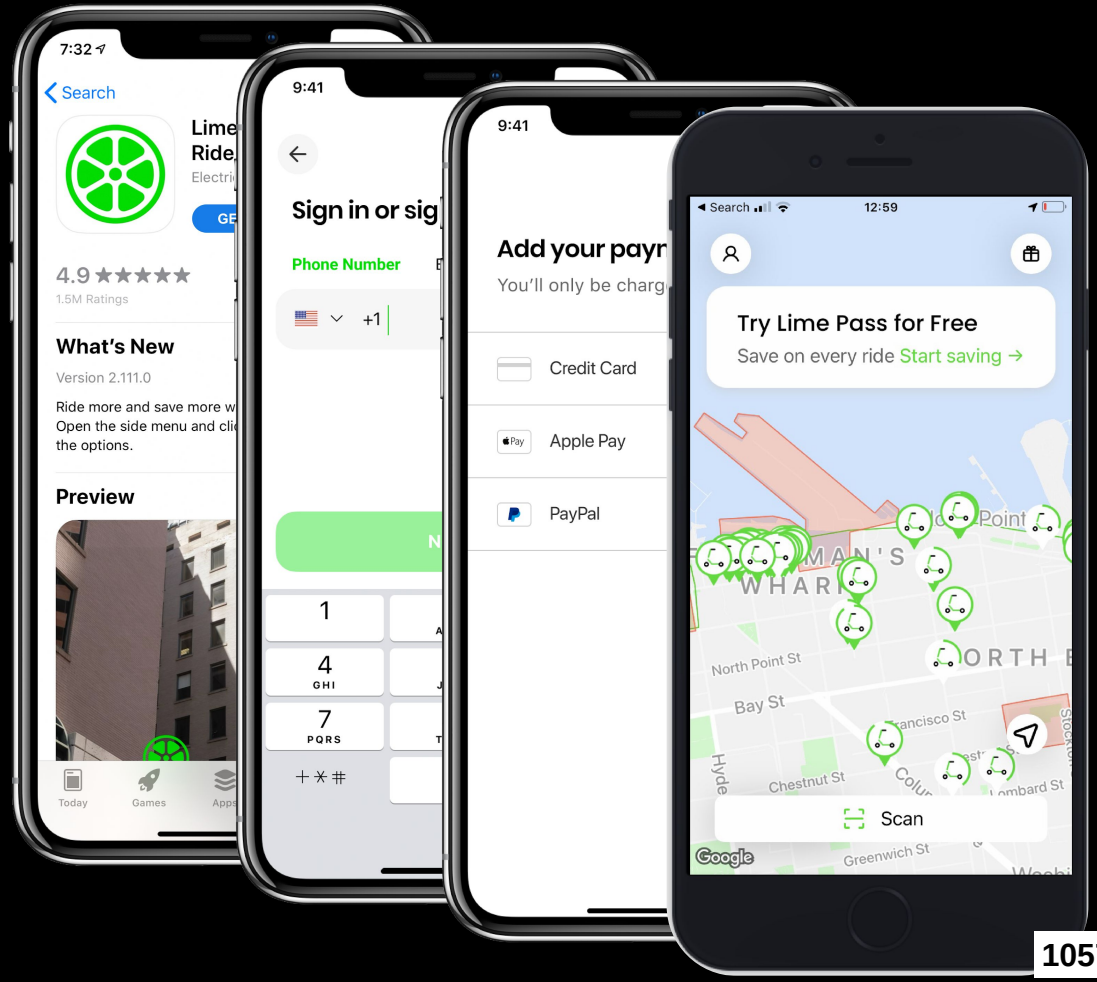
South Lake Tahoe Program Summary 2021

LIME

Easy to Use
And Reliable



- Download the app
- Sign up with email, phone, or social
- Add Payment Info
- Lime Access
- Find a scooter



Platforms and Partnerships make Lime accessible to everyone!

150+
cities where riders can book trips through the Uber app

300%
Year-over-Year growth in trips booked via Uber

24,000
riders using Wheels vehicles through the Lime app

45,000
trips on Wheels vehicles through the Lime app



Our Impact

Serving South Lake Tahoe since 2017

823,984
Trips taken

921,700
Miles traveled

201,800
Car trips replaced

282,636
Riders

9,000
Gallons of gas saved

46%
Commuter timeTrips



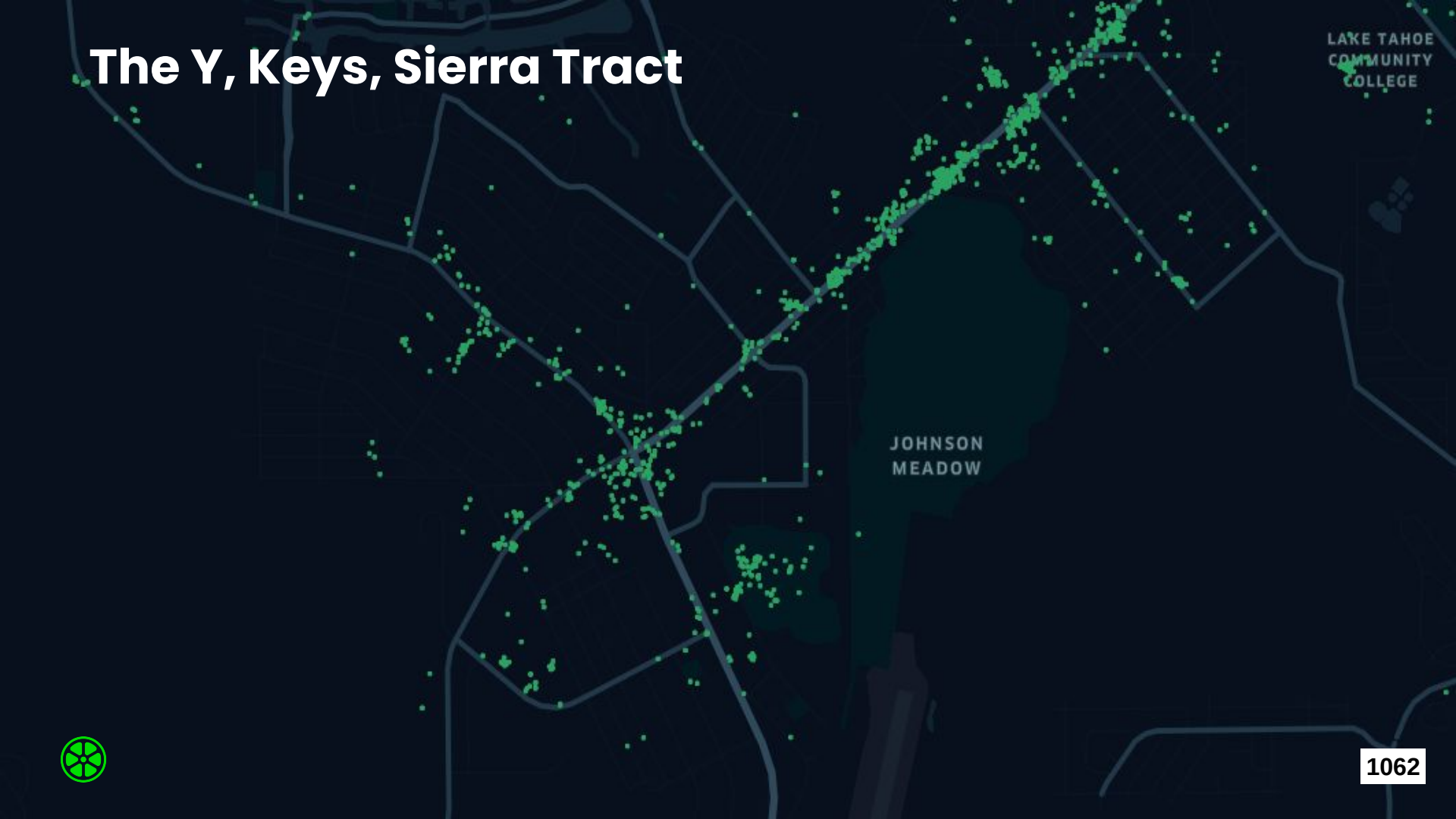
Downtown/Stateline 2021



Midtown Ridership



The Y, Keys, Sierra Tract



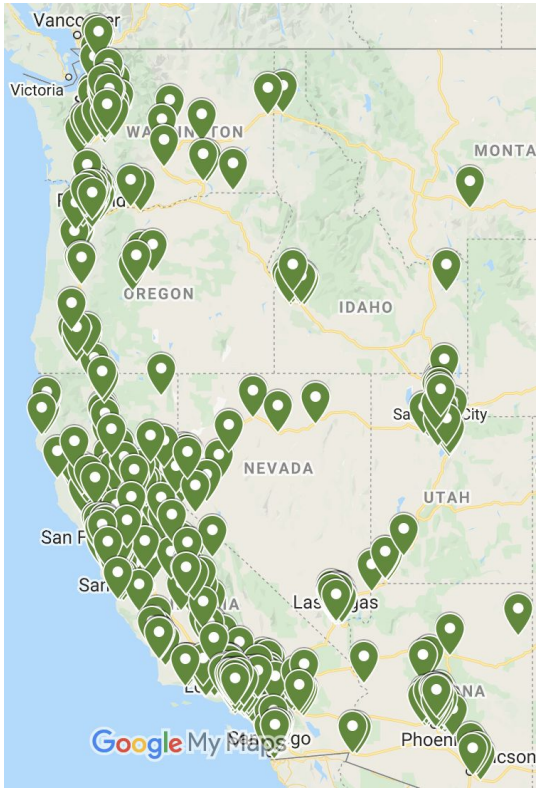
South Lake Tahoe | **Zip Codes**

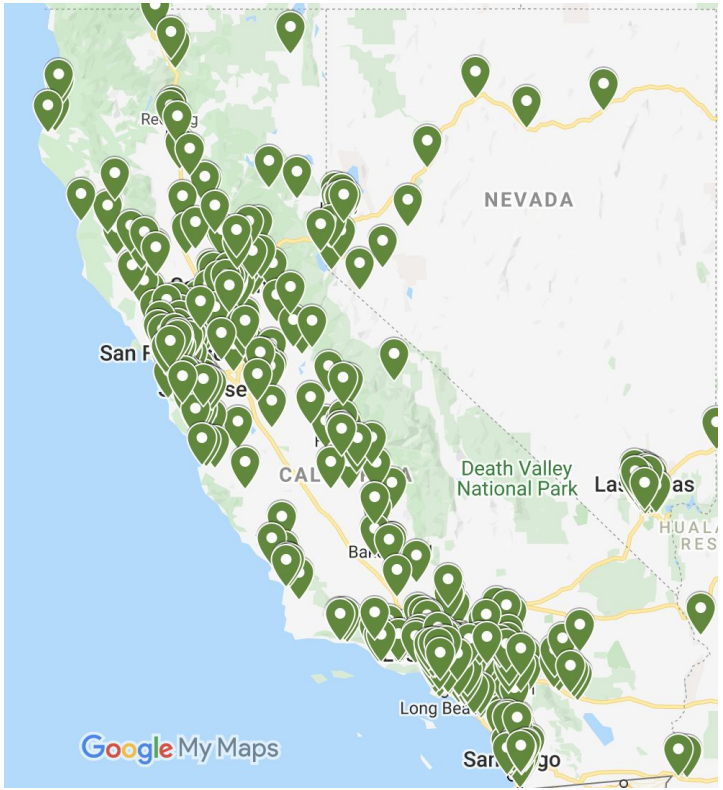
What is your ZIP code?



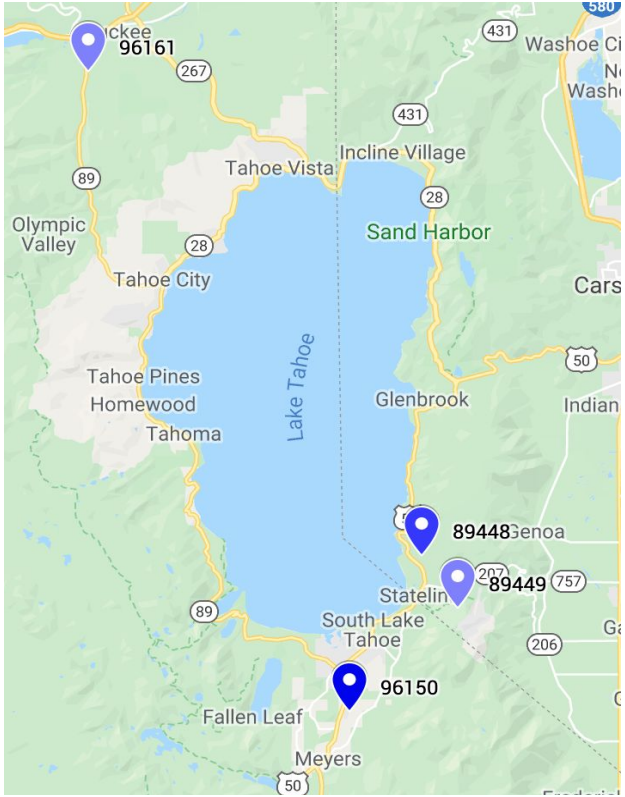
South Lake Tahoe | **Zip Codes**

What is your ZIP code?





South Lake Tahoe | **Zip Codes**

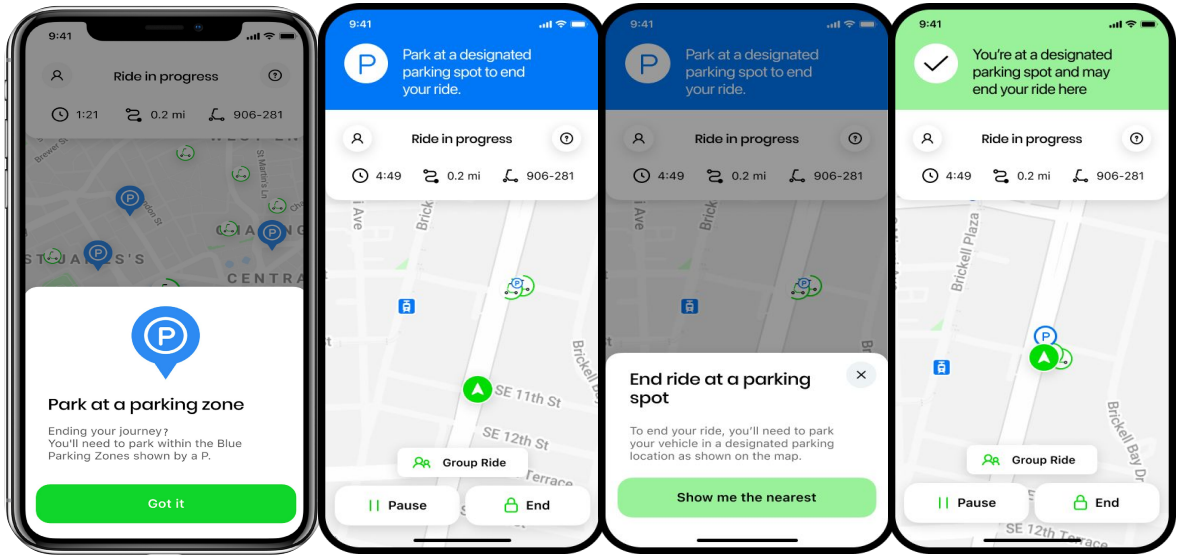


2.5% of all users report a home zip code on Lake Tahoe

- ➔ **1.96%** 96150 South Lake Tahoe
- ➔ **.46%** 96151 South Lake Tahoe
- ➔ **.17%** 89460 Gardnerville
- ➔ **.18%** 89449 Stateline/Kingsbury
- ➔ **.08%** 89448 Round Hill Village/Zephyr Cove
- ➔ **.06%** 96161 Truckee
- ➔ **.02%** 89450 Incline Village
- ➔ **.03%** 89451 Incline Village

Safety: Our approach to smart parking

- Geo-fence existing parking areas
- In-app instructions show riders where to park safely
- Push-notification to increase rider awareness and education

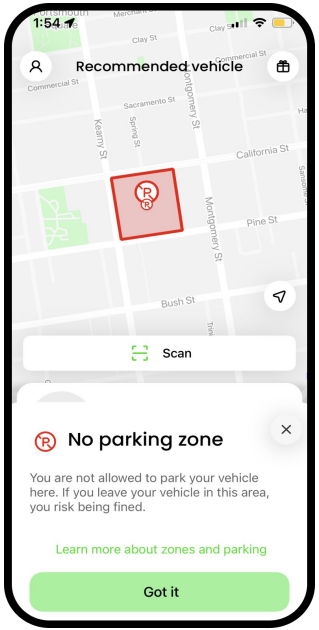


Available Scooters

Recommended Parking Spots

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Safety: Our approach to safe riding



Real-time vehicle control

Every Lime vehicle is equipped with global positioning system (GPS) technology that tracks the vehicle's position, as well as on-board zone mapping to control ride behavior. As a result of investments in our hardware and software, Lime now offers the industry's most accurate and responsive geofencing capabilities, allowing vehicles to implement geofence zone commands up to 90% faster and 30% more accurately than in 2020.

No Parking Zone
Riders are unable to end their ride in a no parking zone.

Slow Zone
Speed is capped at a lower speed than the background speed.

Designated Parking Zone
Parking locations are geofenced and visible in the app.

Service Zone
The area where Lime is permitted to operate within a market.

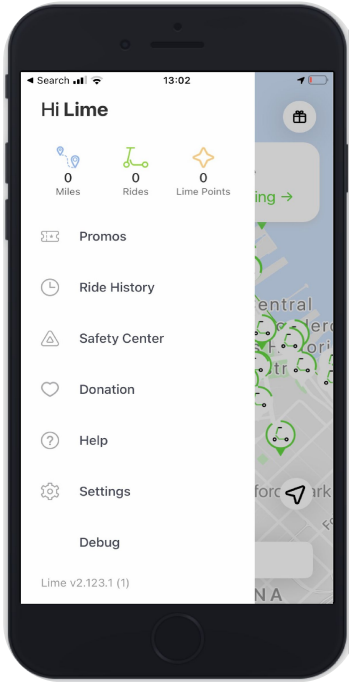
No Ride Zone
Riders are not permitted to ride here. Vehicles are safely slowed to a stop.

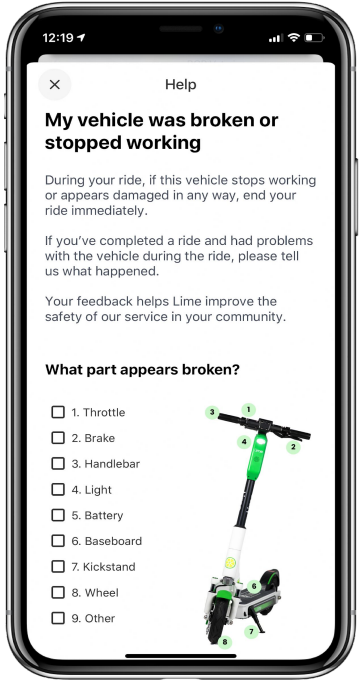
*Klein, N. J., Brown, A., & Thigpen, C. (2022, February 15). Naughty scooter parking: Public perceptions & policy intervention. https://doi.org/10.31235/osf.io/su8wx

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Safety: Rider assistance

- In-app Safety Center
- 24/7 Customer Service Help Line
- Training Mode feature





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Safety: Complaint History

- Police report of incident : 1
  - *The only incident involved a vehicle hitting a scooter rider*
- Incorrect Parking: 55
  - *All responded to within 3 hours*
- Reports of Unsafe riding: 27
- Reports of Vandalism: 0
  - *In 2019 there had been 4 instances where scooters had been reportedly used to vandalize property*
- Average Response Time: 47.58 minutes
- Average Trip Rating: 4.14/5
  - *Customers rate their experience in the app at the completion of the ride*

Safety | Did you know?

99.9% of Lime Scooter Trips are Incident Free

- 37,927,052 scooter trips (terminated or completed) in one year
- 99.985% trips completed with NO reported safety incident to Lime
- 1 of every 1.1 million rides resulted in severe injury or fatality
- 1 of every 83,333 rides resulted in an incident requiring medical attention

Lime Hero | **Local Environmental Impact**

Lime has partnered with Keep Tahoe Blue to help advocate for reducing the impact of car pollution on lake clarity, as well as the air we breathe. Choosing to walk, bike, scooter, and use shared transit to get places is a great step in the right direction. Offering more transportation options conveniently and affordably to the public helps encourage these behaviors and actions.

Lime is proud to partner with Keep Tahoe Blue as our Lime Hero partner in the City, which allows our riders to round up to the nearest dollar and donate the additional funds to Keep Tahoe Blue. To date, **riders in South Lake Tahoe have raised $2,055.14 for Keep Tahoe Blue.** By shifting some trips from cars, Lime riders have kept an estimated 199,100 car trips off the road and avoided consuming an estimated 8,900 gallons of gas.

Our data metrics estimate scooter rides have saved over 712,728 lbs of Co2 in Tahoe Alone!

The little things really do add up!!

KEEP TAHOE BLUE®
League to Save Lake Tahoe

Lime | **Carbon Commitments**

NOW

100% Renewable

100% renewable energy for charging all Lime e-bikes and scooters and powering offices and warehouses. Expanding local renewable energy use. Transitioning to electric operations vehicles.

2025

Carbon Negative

Carbon negative for the entire company, service and entire value chain (Scope 1, 2, and 3 emissions). Balancing reductions, offsets, and removals aligned with our commitment to a Science Based Target and the SBTi protocol.

Before 2030

Net Zero

Net zero consistent with a rigorous Science Based Target and the Paris Climate Agreement's goal of limiting warming to 1.5C.

The future of transportation is shared, electric, and *carbon-free*

Social Campaign | **Ride Green**





#RideGreen

CARBON FREE FUTURE

We're focused on reducing our environmental impact, so cities can reduce theirs. We are setting a rigorous Science Based Target to cut carbon pollution throughout our entire business and supply chain consistent with the Paris Agreement's goal of limiting warming to 1.5°C.





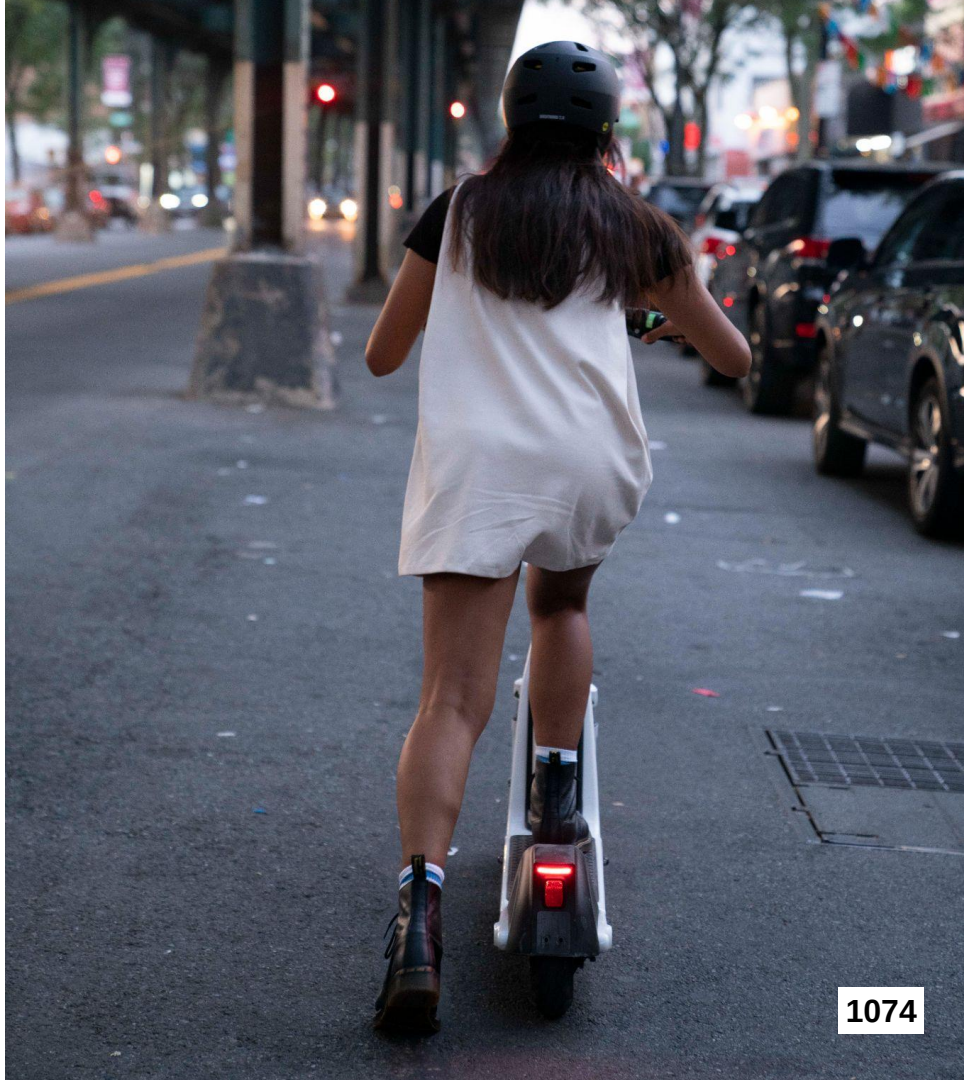
Rider Surveys

Poor reliability was the most common barrier: 25% of riders mentioned availability as an issue, and 22% raised mechanical issues.

Cities can address this barrier through higher fleet caps.

Lime can increase uptime, continue to improve our fleet placement and operations

Source: Lime global rider surveys



Improving City Living

Our Journey in South Lake Tahoe



‘LimeBike’
Founded



‘Lime-E’



‘Lime-S’

Introducing the

LIME GEN 4.0



The most sustainable Lime scooter yet

Lime Gen4

Dual Handbrake
Comparable to bike handlebars, the dual braking system is more intuitive and gives riders greater control of the vehicle.

Best-in-Class Firmware
Lime's proprietary industry-leading firmware includes immediate geo-fencing response, with self-diagnosing and sidewalk-riding detection capabilities

Swappable Battery
A new battery that can be swapped in the field between our e-bike and scooter fleet will allow for more sustainable operations in dense urban environments.

High-Visibility Reflectors
Reflectors on the baseboard, stem, CCU unit, rear fender and logos make this the most visible shared scooter on the road at night

Lower Deck
Provides a lower center of gravity for a sturdier ride, while making it easier to step on and off.

Double Kickstand
Increased vehicle stability when parked makes it less likely a scooter will fall over, leading to less clutter on sidewalks



Tap-and-ride technology
New tap-and-ride capability helps riders get on and go quicker than ever.

Swept Handlebars
A first for shared scooter models, the swept back handlebars allow riders to keep their elbows by their sides in a more natural position to reduce fatigue and provide a more comfortable ride.

Stronger Aluminum Frame
With IP67 waterproofing against rain or snow, the Gen4 frame is sturdier and longer-lasting to improve scooter lifetime.

Most Powerful Motor to Date
New enhancements to the motor will help to power riders up hills, avoiding unnecessary slow-downs.

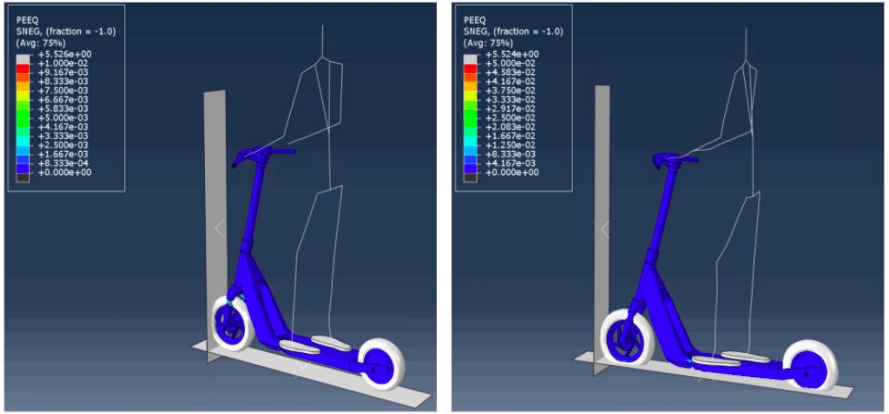
Enhanced Suspension
Mountain bike-inspired front suspension can take on everything city streets throw at it. The smoother ride also reduces vibrations that cause fatigue, and extend the vehicle's lifetime.

Bigger Wheels
Solid honeycomb tires tackle the toughest road conditions, with 20% larger wheels than the Gen3 to improve stability.

Safe and Sustainable Design

- Durable for the elements
- Enabling a tidier street
- Designed for every environment
- Intuitive interface





Rider stress testing to ensure durability and performance (above). Design improvements have reduced stress levels up to 50%.


bern


Lime


Lime


Affordable
Lime

AFFORDABLE

50%

of Lime riders live in households earning less than the country's median income

33%

improvement in job access by introducing shared scooters and bicycles to complement public transit

Source: Lime global rider surveys; Conveyal


Lime
Lime Access
Mobility for All.
1083

Transportation must be equitable

We believe transportation should be accessible and affordable for all.

We’re proud to offer **Lime Access**, our transportation equity program, to provide discounted and free fares to qualifying riders.



Lime Access

Lime Access provides deeply discounted rides individuals receiving local state of federal public benefits program, and access for people without smartphones or credit cards.



Eligibility for Lime Access

To qualify for Lime Access, a rider must fill out a short application and provide their name, the phone number associated with their Lime account, an image of their photo identification, and proof of enrollment in a local, state or federally-run assistance program such as EBT card, CALFRESH, discounted PG&E bill, or discounted MUNI fare.

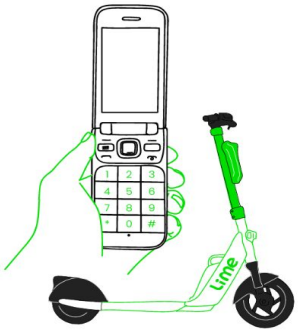
After applying, applications are reviewed and approved within 2-3 days.

The discounted trip far will be applied immediately after approval.

Equity Based Payment Option #1 | **Text to Unlock**

Text-To-Unlock

1



2

To: 415-463-3473

UNLOCK

To unlock a Lime, please reply with unlock followed by the vehicle plate "unlock 123456" or "unlock ABC-DEF".

UNLOCK 123456

3



You're ready to ride!

Check Account Balance

To: 415-463-3473

ACCOUNT

You currently have $0 on your account.

To add money to your account, follow text instructions.

you'll need to go to https://web.lime.bike/lime-access then to any PayNe-arMe location. For more questions about cash payments, call (855) 267-5006 or email access@lime.

Customer Service

To: 415-463-3473

LIMEHELP

How can we assist you?

Equity Based Payment Option #2 | **Cash Payment**

How To Pay With Cash

1

https://web.lime.bike/limeaccess

Go to the link above.

2

Phone Number

Create

Enter your 10-digit phone number.

3

SEND TO PHONE OR PRINT INSTRUCTIONS

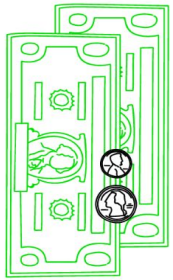
Choose whether you would like to print the PaySlip or have it sent to your phone.

4



Find a PayNearMe store. Locations can be found on your printed PaySlip or at the link sent to your phone.

5



Bring PaySlip to a participating store and ask the cashier to follow the steps for their store.

6



You can reload your account with any increment of $5 by generating and printing out multiple barcodes.

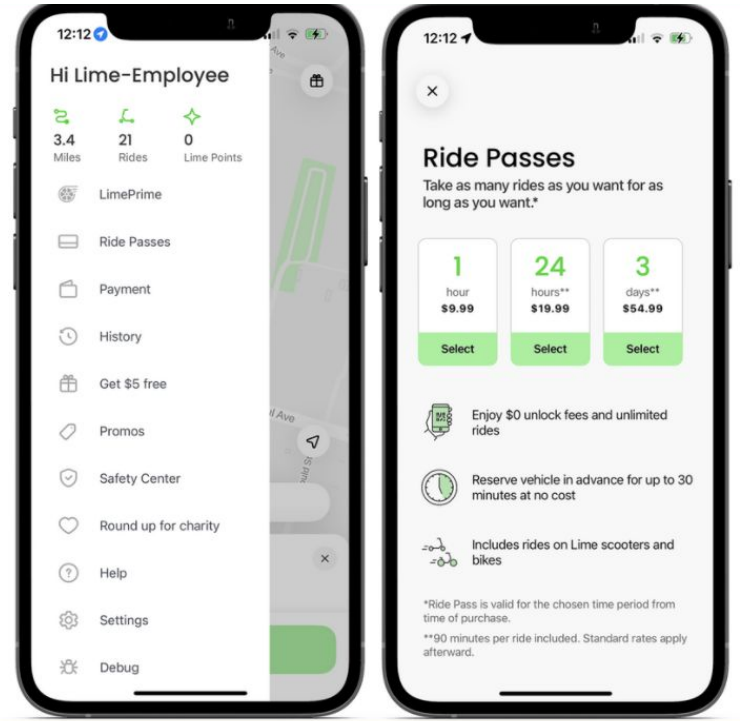
7



You're ready to ride!

New Discount Passes

Standard or "Walk-Up"	$1 to unlock and $0.45 per minute
Lime Access	$0.50 to unlock and $0.07 per minute
Lime Prime	$7.99 Monthly Unlock Pass - Riders can skip the unlock fee for a month
Lime Pass	• $9.99 for one hour • $19.99 day pass • $54.99 for 3 days of unlimited riding



Stay in Touch : **Local Lime Team**



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Local Customer Service

In App or
1-888-LIME-345 for our 24/7 support center

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 21

Agenda Item: Single Room Occupancy Program Fee Exemption for Tahoe Coalition for the Homeless

Executive Summary: The Tahoe Coalition for the Homeless (TCH) was awarded Project Homekey grant funds and completed acquisition of three properties in late 2020. The three properties are located at: 2250 Lake Tahoe Blvd, (Bears Den), 2215 Lake Tahoe Blvd, (The Bird's Nest), 1137 Emerald Bay Road, (Red Lodge). These properties have outstanding fees and interest in addition to the annual SRO program fees. This resolution would waive the current balance of fees and interest and exempt TCH from annual SRO fees. The exemption would be reassessed upon termination or renewal of the Operating Agreement between TCH and the City in April 2024.

Requested Action / Suggested Motions: Pass a Resolution authorizing waiving outstanding fees and interest in addition to projected annual Single Room Occupancy program fees for the Tahoe Coalition for the Homeless.
Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Responsible Staff Member: Jessica Wackenhut Lomeli

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

Attachments:

01-Staff_Report_TCH_SRO_Exemption_rl.docx
02-TCH CSLT MOU.pdf
03-TCH CSLT Operating Agreement.pdf
04-Resolution TCH Fee Waiver.docx

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

Meeting Date: May 3, 2022

Title: Single Room Occupancy Program Fee Exemption for Tahoe Coalition for the Homeless

Location: 2250 Lake Tahoe Blvd. (Bears Den), 2215 Lake Tahoe Blvd. (The Bird's Nest), 1137 Emerald Bay Road (Red Lodge).

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Background: Pursuant to City of South Lake Tahoe Code Section 6.15.670, the Single Room Occupancy (SRO) program regulates hotels that have historically provided affordable housing rental options of last resort for low-income persons. City ordinance requires these hotels to rehabilitate units that do not meet minimum building, housing, and property maintenance code standards to provide safe, habitable rental units for low-income persons. Pursuant to the SRO Ordinance, all long-term lodging properties within the City are required to obtain an SRO Permit and pay associated fees. Properties rented out under thirty (30) nights are subject to the South Lake Tahoe Transient Occupancy Tax (TOT).

There is an annual inspection fee for all designated SRO permits which covers a portion of the operational costs of the SRO health and safety inspections. The annual fee is collected at the same time as payment of the lodging property's business and professions tax. If the renewal is received after it is due, penalties and interest apply.

The Tahoe Coalition for the Homeless (TCH), in partnership with the Tahoe Regional Planning Agency (TRPA), applied for Project Homekey grant funding to purchase several hotel properties in the City with the intent to convert them to permanent, long-term housing for persons experiencing or at risk of homelessness. TCH was awarded grant funds and completed acquisition of three properties in late 2020. The three properties are located at:

2250 Lake Tahoe Blvd, (Bears Den)
2215 Lake Tahoe Blvd, (The Bird's Nest)
1137 Emerald Bay Road, (Red Lodge)

On September 23, 2020, the City of South Lake Tahoe and TCH entered into a Memorandum of Understanding (MOU) to describe their agreements and relationship with respect to the issue of homelessness within the City (Attachment 2). On April 23, 2021, The City and TCH entered into an Operating Agreement (Attachment 3) which expires on April 20, 2024. This Agreement formalizes the overall partnership to ensure coordination in the continued operation, rehabilitation and maintenance of the three properties purchased through the support of the Project Homekey state administered grant including wraparound services provided to clients.

Issue and Discussion: The three properties owned by TCH are all subject to the SRO program annual inspection fees. However, given the relationship memorialized between the City and TCH via the MOU and the Operating Agreement, the City Council may choose to exempt TCH from SRO program fees to further enhance the community benefits. These properties are distinct from other SRO properties in that TCH is providing on-site supportive services to address client needs. At the Red Lodge, supportive services are also offered for both housed and unhoused clients. The supportive services, in addition to property maintenance and rehabilitation, are listed and described throughout the Operating Agreement.

TCH currently has outstanding fees, penalties and interest associated with late payment of 2020/2021 SRO fees due July 31, 2021. Staff recommends that the City Council adopt a resolution authorizing staff to exempt the penalties and interest for the late SRO program fees that include a total of $5,863.68 in addition to exempting TCH from future annual SRO program fees for the three TCH properties (2250 Lake Tahoe Blvd, 2215 Lake Tahoe Blvd, and1137 Emerald Bay Road) while the City and TCH maintain the MOU and Operating Agreement and TCH continues to provide on-site supportive services to clients. The resolution would not exempt these properties from payment of TOT when it is applicable. This exemption would result in an estimated annual program revenue reduction of $5,452.00. The City Council may reevaluate the continuation of an SRO program fee exemption for TCH upon termination or renewal of the Operating Agreement in April 2024.

Financial Implications: For the current 2021/2022 Business License year and annually afterwards while the City and TCH maintain the MOU and Operating Agreement, the amount of forfeited revenue would be the following:

Address/Property Name	**Outstanding Fees & Interest**	**Projected Annual SRO Program Fees**
2215 Lake Tahoe Blvd/The Bird's Nest	$1,473.12 owed in penalties and interest for late payment of SRO fees	22 units x $94 = $2,068.00
1137 Emerald Bay Road/Red Lodge	$937.44 penalties and interest for late payment of SRO fees	14 units x $94 = $1,316.00
2250 Lake Tahoe Blvd/Bears Den	$1,980.00 SRO Fees $1,473.12 penalties and interest for late payment of SRO fees	22 units x $94 = $2,068.00
Totals	**$5,863.68**	**$5,452.00**

Environmental Considerations: The recommendation in this report is not a project under 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, 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: This action would be consistent with an existing Memorandum of Understanding between the City and TCH where both parties agreed to seek 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 recommended action is consistent with the City Strategic Plan Action Item 1.3.6.

The recommended action is also consistent with the following adopted policies and programs:

<u>City General Plan Housing Element</u>

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the City.

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

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.

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.

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

_____ _____

Signed Dated

_____ _____

Name Title

Tahoe Coalition for the Homeless

_____ _____

Signed Dated

_____ _____

Name Title

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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

May 3, 2022

Authorizing the Single Room Occupancy (SRO) program fee exemption for Tahoe Coalition for the Homeless (TCH)

BACKGROUND

A. The City is entitled to collect SRO program fees to regulate hotels that provide affordable housing rental options for low-income persons.

B. The City and TCH entered into a Memorandum of Understanding (MOU) in September 2020 and an Operating Agreement in May 2021 to memorialize the partnership and to ensure coordination in the operation, wraparound services, rehabilitation, and maintenance of the three properties purchased through the support of Project Homekey which include: 2250 Lake Tahoe Blvd. (Bears Den), 2215 Lake Tahoe Blvd. (The Bird's Nest), and 1137 Emerald Bay Road, (Red Lodge).

C. TCH currently owes the City a total of $5,863.68 in outstanding fees, penalties and interest and an annual amount of $5,452.00 for the SRO program fee.

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

1. Authorizes and directs the Finance Director to waive $5,863.68 in outstanding fees and interest for late submittal of the SRO program fee;

2. Authorizes and directs the Finance Director to exempt TCH from the annual SRO program fees for the three properties in an annual amount of $5,452.00 while the City and TCH maintain the MOU and Operating Agreement and TCH continues to provide on-site supportive services to clients.

Adopted by the City of South Lake Tahoe City Council on May 3, 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: May 3, 2022
Agenda Item #: 22

Agenda Item: Memorandum of Understanding with Lake Tahoe Historical Society for Improvements to the Al Tahoe Pioneer Cemetery

Executive Summary: City staff have been working with members of the Lake Tahoe Historical Society (LTHS), Daughters of the American Revolution Lake Tahoe Chapter (DAR) and Kiwanis Club of Tahoe Sierra to form a strategy to rehabilitate the Al Tahoe Pioneer Historic Cemetery for the purpose of preserving and protecting the historical site. Representatives of each group have formed a sub-committee under the Lake Tahoe Historical Society called "The Al Tahoe Pioneer Cemetery Improvement Committee" (ATPCIC). The ATPCIC has met with City staff to identify and prioritize a list of projects for the City to consider for improvements once funding becomes available. The purpose of this MOU is to establish the overarching arrangement by which the City and ATPCIC will facilitate information sharing, establish responsibilities and demonstrate a commitment to collaborate, restore and maintain the historic cemetery. The MOU will provide ATPCIC the ability to solicit donations and fundraising in coordination with the City for the specific purpose of financing the remaining identified improvements on City owned lots of the cemetery. The MOU will remain in effect until the site improvements identified in the staff report and previously presented to City Council have been completed.

Requested Action / Suggested Motions: Pass a Motion authorizing the Mayor to Execute a Memorandum of Understanding with the Lake Tahoe Historical Society for Improvements to the Al Tahoe Pioneer Cemetery.
Responsible Staff Members: Lauren Thomaselli, Parks and Recreation Director and Faye-Marie Pekar, Engineering Technician, Public Works

Responsible Staff Member: Lauren Thomaselli, Parks and Recreation Director 530-542-6197
Faye-Marie Pekar, Engineering Technician, Public Works Dept 530-542-6070

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

Attachments:

01-Staff Report - Al Tahoe Cemetery.docx
02-MOU - Al Tahoe Pioneer Cemetery.pdf
03-Property Profile.pdf

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

Meeting Date: May 3, 2022

Title: Memorandum of Understanding with the Lake Tahoe Historical Society

Location: Al Tahoe Pioneer Cemetery - 790 Alameda Avenue

Responsible Staff Member: Lauren Thomaselli, Director of Parks and Recreation
(530) 542-6197
Faye-Marie Pekar, Engineering Technician, Public Works
(530) 542-6070

Background: The Al Tahoe Pioneer Cemetery is believed to be established in the early 19th century. The original Pioneers who resided in the Al Tahoe Subdivision were buried at the site located at 790 Alameda Ave in South Lake Tahoe. Since 1966, there has been minimal improvements or efforts to restore and improve the cemetery other than annual maintenance by volunteers and park staff.

In 2019 representatives from the Lake Tahoe Historical Society (LTHS), Daughters of the American Revolution (DAR), Kiwanis of Tahoe Sierra and California Tahoe Conservancy (CTC) formed an informal Cemetery Improvement Committee. Ownership of the historic cemetery remained unknown until 2019 when the deed was found indicating the Al Tahoe Pioneer Cemetery was deeded to the City of South Lake Tahoe in 1966, shortly after the City's incorporation.

In February 2020, DAR presented to City Council the need to conduct a Ground Penetration Radar (GPR) survey to identity the location of burials within the cemetery as well as City resources to collaborate in the restoration and maintenance of the cemetery. The Cemetery Improvement Committee began meeting with Public Works staff to discuss ideas to restore and preserve the historic site. The committee and Public Works staff collaboratively identified a list of priority projects to consider for future implementation and funding on the City owned lots of the cemetery.

March 16, 2021, City staff presented an update on the cemetery progress to City Council and proposed site improvements were presented in two phases. Phase 1 proposed improvements to secure the cemetery from vandalism and mistreatment including a new fence, lighting, security cameras and an automatic time lock for the gate for future public access. Phase 2 proposed general site improvements and beautification. In addition, Public Works staff requested City Council provide additional funding for some phase 1 items in the FY 20-21 mid-year budget. In FY 21-22, ongoing annual dedicated maintenance funds were provided in the City Park Maintenance Budget as well as funds to purchase two bear proof trash receptacles for the cemetery.

Issue and Discussion: The remaining projects will require additional funding to complete including:

- Repairing broken head stones
- Installing gravestones for 111 “unknown” grave sites
- Large dedication monument
- Planting of native, drought tolerant aesthetic vegetation
- Benches

The members of the improvement committee are interested in soliciting funds through a variety of fund-raising events and grant opportunities to complete the projects. The group has since formalized the Al Tahoe Pioneer Cemetery Improvement Committee (ATPCIC) under the Lake Tahoe Historical Society nonprofit organization for the purposes of formalizing an MOU with the City.

Under the proposed MOU, the City staff would be responsible for the ownership and implementation of all improvement projects including annual maintenance of the site. The ATPCIC under the Lake Tahoe Historical Society would serve in an advisory role with respect to proposed projects and conduct fundraising activities to support the implementation of the proposed projects identified above.

Financial Implications: Entering into the MOU with the Lake Tahoe Historical Society does not have any immediate financial implications however it does provide a mechanism for the nonprofit to solicit donations and conduct fundraising events for the specific purpose of completing the proposed improvement projects for the Al Tahoe Pioneer Cemetery.

Environmental Considerations: The proposed action is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (Existing Facilities) because the work done under the MOU would consist of operation, repair, and maintenance or minor alteration of existing public facilities involving negligible or no expansion of existing of former use.

Policy Implications: Entering into an MOU with the Lake Tahoe Historical Society for the purpose of formalizing a collaborative effort to restore, improve, and preserve the Historic Al Tahoe Pioneer Cemetery will enhance the quality of parks opportunities for residents and visitors. The restored cemetery will provide a historic and cultural asset for visitors and residents to visit and learn about the original pioneers of South Lake Tahoe.

MEMORANDUM OF UNDERSTANDING
REGARDING AL TAHOE PIONEER CEMETERY

This **Memorandum of Understanding** ("**MOU**") is entered into May 3, 2022 ("**Effective Date**") by and between the City of South Lake Tahoe, a municipal corporation ("**City**") and The Lake Tahoe Historical Society, a California non-profit public benefit corporation ("**Historical Society**"). The parties to this MOU are sometimes referred to as each, a "**Party**" and collectively, the "**Parties**."

WHEREAS, The City owns the Al Tahoe Pioneer Cemetery located within the City limits at 790 Alameda Ave., South Lake Tahoe, CA 96150, APN# 026-065-019-000 , being Lots 2, 3, and 4 of Block 34 of the Al Tahoe Subdivision, as shown on Exhibit "A" (**"Property"**).

WHEREAS, The Historical Society is a nonprofit public benefit corporation that is tax exempt under Internal Revenue Code Section 501(c)(3) focused on preserving the ongoing heritage of the Lake Tahoe Basin for visitors, community and future generations through public education programs, maintaining museums, collections, scholarly publications and research services; promoting the preservation of historic buildings and sites and partnering with local organizations.

WHEREAS, The Historical Society, along with other nonprofit organizations, have created a committee called the Al Tahoe Pioneer Cemetery Improvement Committee ("**ATPCIC**") for the specific purpose to identify, fundraise, and facilitate improvement projects to protect and restore the Property. The Historical Society is the fiscal agent for the ATPCIC.

WHEREAS, The ATPCIC consists of one member and one alternative representative from each of the following community groups: Historical Society, Daughters of the American Revolution, and South Lake Tahoe Chapter, Kiwanis Club of South Lake Tahoe.

WHEREAS, the City and the Historical Society desire to cooperate and collaborate in order to improve and develop the Property.

NOW, THEREFORE, in order to advance their mutual objectives and commence a collaborative process with respect to the improving and maintaining the Property, the City and Historical Society agree as follows:

1. Purpose of MOU. The purpose of this MOU is to establish a general framework for a collaborative working relationship and define the respective roles and responsibilities of the Parties for the maintenance, funding, and operations of the Property.

2. General Relationship of the Parties. The City and Historical Society shall work collaboratively to identify and implement improvements related to the maintenance and preservation of the Property, and/or programs and activities occurring thereon ("**Projects**"). The City and Historical Society shall also cooperate on public outreach and/or community assessments related to potential Projects on the Property.

3. Responsibilities of Historical Society.

3.1. Advisory Role. Historical Society shall serve as a community advisor to the City with respect to any proposed Projects.

3.2. Fundraising. Historical Society is authorized, but is not obligated to, solicit and raise funds on an initial and ongoing basis to support Projects. Notwithstanding any provision

of this MOU to the contrary, any and all funds received by Historical Society (through donations, grants, or otherwise) shall remain the property of and shall be solely under the control of Historical Society, and Historical Society shall retain sole authority over its own operations and decision making, including, without limitation, the extent of its participation in any Project or fundraising activities.

3.3. Volunteers. In cooperation with the City, Historical Society may provide volunteers to carry out the maintenance of the Property, such as seasonal clean-ups, as set forth in this MOU. Such persons shall be managed and supervised by Historical Society, shall be qualified to perform the duties to which they are assigned, shall not be compensated for such services, and shall be required to follow the City's volunteer policies and sign a volunteer waiver of liability on a form to be provided by the City. Historical Society may not hire or pay for contract services for maintenance or improvements at the Property without the prior consent of the City, and is advised that work on the Property may be subject to state prevailing wage requirements under the California Labor Code.

4. Responsibilities of City.

4.1. Ownership and Maintenance. The City shall be responsible for the ownership, operation, and maintenance of the Property, including, without limitation, the payment of all taxes, utilities and costs incident thereto. Although the City intends to collaborate with Historical Society in good faith regarding any proposed Projects, the City shall retain the authority to approve Projects and maintain and operate the Property in its sole and absolute discretion.

4.2. Access. The City hereby grants Historical Society, and its directors, officers, employees, contractors, subcontractors, consultants, and agents, including ATPCIC, a nonexclusive license to enter upon and use the Property in connection with the relationship contemplated by this MOU.

4.3. Coordination and Communication. The City shall provide a staff person who shall serve as the primary contact for coordination and direction of City obligations under this MOU. Said staff person shall be the City's Parks and Recreation Director unless a different contact person is designated by the City.

5. Limitations Of Liability and Insurance.

5.1. Consequential Damages. Notwithstanding any provision in this MOU to the contrary, the each Party agrees not to assert against the other Party any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the activities contemplated under this MOU, and the each Party waives any such claim, demand or suit against the other Party.

5.2. Exclusivity. The provisions of this section constitute each Party's exclusive liability and each Party's sole remedy with respect to the activities contemplated by this MOU, and each Party hereby expressly and knowingly releases the other Party from any further liability.

5.3. Historical Society, at its own cost and expense, shall procure and maintain, for the duration of the MOU, the following insurance policies:

5.2.1 Workers' Compensation Coverage. Historical Society shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Historical Society 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. Historical Society 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 Historical Society for City.

5.2.2 Commercial General Liability Coverage. Historical Society 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 Historical Society. 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.

5.2.3 Automobile Liability Coverage. Historical Society shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Historical Society 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.

5.2.4 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:

City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Historical Society'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 Historical Society, including materials, parts or equipment furnished in connection with such work or operations.

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.

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 Historical Society.

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

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.

No policies of insurance carried by Historical Society 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.

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

5.2.6 Certificates of Insurance. Historical Society shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Historical Society 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 Historical Society 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.

6 **Notices.** Any notice required to be given under this MOU 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: Parks and Recreation Director
City of South Lake Tahoe
1180 Rufus Allen Blvd.
South Lake Tahoe, CA 96150

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

If to Historical Society: Lake Tahoe Historical Society
Al Tahoe Pioneer Cemetery Improvement Committee
P.O. Box 18501
South Lake Tahoe, CA 96151

7 **Assignment.** This MOU is personal to Historical Society. As such, Historical Society has no right to assign any part of this MOU, or any part of its obligations under this MOU in whole or in part. Historical Society may not grant concessions in or upon the Property without the prior written approval of the City.

8 **Term.** The term of this MOU will commence as of the Effective Date and shall continue for five (5) years ("**Term**") unless earlier terminated as provided herein or extended by the mutual agreement in writing of City and Historical Society. Notwithstanding the foregoing, this MOU shall terminate upon any of the following: (1) execution by the parties of a subsequent agreement related to Property; or (2) at least thirty (30) days written notice by either Party to the other of such Party's intent to terminate the MOU.

9 **No Agency Relationship.** The relationship between the City and Historical Society and their respective agents, volunteers, directors, or employees as provided herein shall be that of an independent contractor. No agency, joint powers agreement, or other relationship is created or intended to be created by this MOU.

10 **Good Faith.** Historical Society and the City shall use their good faith best efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the terms and conditions of this MOU.

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

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

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

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

15 **Counterparts.** This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed as of the May 3, 2022.

Lake Tahoe Historical Society:

_____
By:

City of South Lake Tahoe

_____
City of South Lake Tahoe
By: Devin Middlebrook, Mayor

Attest:

_____
By: Susan Blankenship, City Clerk

APPROVED AS TO FORM:

_____
By: Heather Stroud, City Attorney

EXHIBIT A



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real estate reports

Subject Property

790 Alameda Ave
South Lake Tahoe
CA 96150
APN: 026-065-019-000

Prepared For:

Data Provided By:

Jim Stahl
South Lake Tahoe

OLD REPUBLIC TITLE



Old Republic Title Company

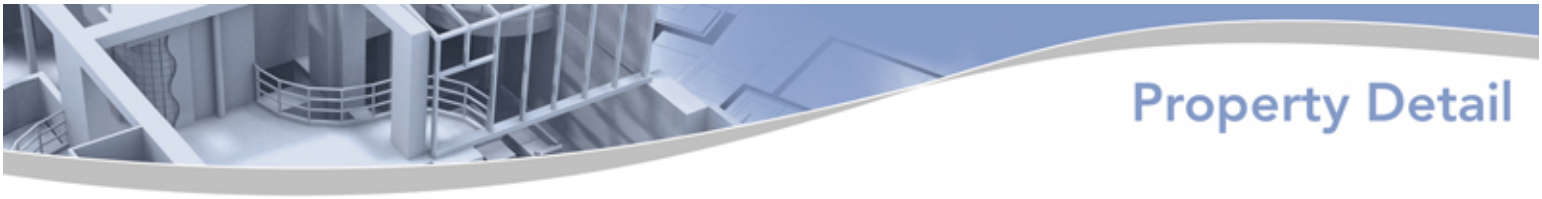
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Property Detail

Subject Property : **790 Alameda Ave South Lake Tahoe CA 96150**

Owner Information

Owner Name : **South Lake Tahoe City**

Mailing Address : **1052 Tata Ln, South Lake Tahoe CA 96150-6251**

Vesting Codes : **/ / Corporation**

Location Information

Legal Description : **L 2 3 4 B 34**

County : **El Dorado, Ca**

APN : **026-065-019-000**

Census Tract / Block : **303.02 / 2**

Subdivision : **Al Tahoe**

Legal Lot : **2**

School District : **Lake Tahoe**

Legal Block : **34**

Last Market Sale Information

Recording/Sale Date : **05/18/1972**

Deed Type : **Deed (reg)**

Document # : **1123-362**

Seller Name : **Owner Record**

Property Information

Land Use : **Vacant Land (nec)**

Zoning : **HDR**

Lot Size : **14,810**

County Use : **Non-resid Improved To 2.5 Ac**

Lot Acres : **0.34**

Tax Information

Assessed Year : **2019**

Tax Rate Area : **002002**

Water Tax : **EL DORADO CO**

OLD REPUBLIC TITLE

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Assessor Map



OLD REPUBLIC TITLE

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No transaction history data for selected property.

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 23

Agenda Item: Resolution of Intention to Modify South Lake Tahoe Tourism Improvement District Management Plan

Executive Summary: The South Lake Tahoe Tourism Improvement District (SLTTID) was established in 2006 to assess lodging properties to fund tourism marketing and benefit the lodging properties being assessed by increasing room night sales. The SLTTID is required by state law to have a management district plan that includes certain elements including a map of the district and the amount of the assessment to be levied on businesses in the district. While not required, the SLTTID management district plan also includes a statement that the SLTTID Board of Directors shall have five Directors. On April 12, 2022, the SLTTID sent a letter to the City to request that its management district plan be modified to increase the number of Directors to nine, for consistency with a recent vote of the Board of Directors to amend the SLTTID bylaws. This resolution of intention to modify the management district plan is consistent with the procedure set forth in Section 36635 of the Streets and Highways Code.

Requested Action / Suggested Motions: Pass a Resolution Declaring Intention to Modify South Lake Tahoe Tourism Improvement District Management District Plan and Fixing Time and Place of Public Hearing.
Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director

Attachments:

01 - Staff Report for Resolution of Intention.docx
02 - Resolution of Intention.docx
03 - Letter from SLTTID Requesting Modification.docx
04 - Redline of Requested Modifications to SLTTID Management District Plan.pdf
05 - SLTTID Revised Bylaws.pdf

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

Meeting Date: May 3, 2022

Title: Resolution of Intention to Modify South Lake Tahoe Tourism Improvement District Management Plan

Location: Citywide

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Background: The South Lake Tahoe Tourism Improvement District (SLTTID) was established in 2006 by City Council Resolution No. 2006-52 to levy assessments on lodging businesses within the City "to pay for marketing and promotions to increase tourism and market the South Shore of Lake Tahoe as a unique, world-class year-round resort destination." The City Council has renewed the SLTTID several times since then, most recently on August 6, 2019. The current SLTTID extension term of 10 years ends on December 18, 2029.

The SLTTID is required by Section 36622 of the Streets and Highways Code to have a management district plan that includes certain elements such as a map of the district, the improvements, maintenance, and activities proposed for the district and the maximum annual cost thereof, the amount of the assessment to be levied on businesses in the district, the time and manner of collecting the assessments, and any proposed rules and regulations applicable to the district.

Issue and Discussion: In addition to the elements required to be included in the management district plan, the SLTTID management district plan includes a statement that "The SLTTID Board of Directors shall have five (5) Directors who are lodging owners or representatives." The SLTTID recently voted to change its bylaws to increase the Board of Directors from five to nine directors. Subsequently, on April 12, 2022, the SLTTID sent a letter to the City requesting that City Council modify the management district plan pursuant to Section 36635 of the Streets and Highways Code to ensure consistency between the SLTTID's bylaws and its management district plan.

Under Section 36635, upon written request from the SLTTID, the City Council may modify the management district plan after conducting a public hearing on the proposed modifications. The resolution of intention will be considered at this meeting, and the public hearing is proposed to be fixed for the City Council meeting on May 17, 2022 at 5:30pm.

Financial Implications: None.

Environmental Considerations: This action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b) because it

is an administrative activity that will not result in direct or indirect physical changes in the environment.

Policy Implications: None.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

Declaring Intention to Modify South Lake Tahoe Tourism Improvement District Management District Plan and Fixing Time and Place of Public Hearing

BACKGROUND

A. The Property and Business Improvement District Law of 1994, California Streets and Highways Code section 36600, et seq., authorizes cities to establish and renew business improvement areas for the purpose of promoting tourism.

B. In 2006, the City Council of the City of South Lake Tahoe established the South Lake Tahoe Tourism Improvement District (SLTTID) by adopting Resolution No. 2006-52.

C. On August 6, 2019, the City Council renewed the SLTTID for a period of ten years ending on December 18, 2029 by adopting Resolution No. 2019-059.

D. The SLTTID is required by Section 36622 of the Streets and Highways Code to have a management district plan that includes certain elements such as a map of the district, the improvements, maintenance, and activities proposed for the district and the maximum annual cost thereof, the amount of the assessment to be levied on businesses in the district, the time and manner of collecting the assessments, and any proposed rules and regulations applicable to the district.

E. The SLTTID's management district plan, in addition to the required elements, includes a statement that "The SLTTID Board of Directors shall have five (5) Directors who are lodging owners or representatives."

F. The SLTTID Board of Directors recently voted to change its bylaws to increase the Board of Directors from five to nine directors. Subsequently, the SLTTID requested in writing that the City Council modify the management district plan pursuant to Section 36635 of the Streets and Highways Code to ensure consistency between the SLTTID's bylaws and its management district plan.

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

1. Declares its intention to make the modification requested by the SLTTID to the management district plan after holding a public hearing on the proposed modification.

2. Finds that the SLTTID management district plan, as proposed to be modified, satisfies the requirements of Streets and Highways Code section 36622.

3. Fixes the time and place for the public hearing on the requested modification to the SLTTID management district plan for May 17, 2022, at 5:30pm, or as soon thereafter as the matter may be heard, at the City Council chambers located at 1901 Lisa Maloff Way, South Lake Tahoe, California, 96150.

Adopted by the City of South Lake Tahoe City Council on May 3, 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.

April 12, 2022

Honorable Mayor and Councilmembers
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 206
South Lake Tahoe, CA 96150

Re: South Lake Tahoe Tourism Improvement District Modification Request

Honorable Mayor and Councilmembers:

As the South Lake Tahoe Tourism Improvement District (SLTTID) Owners' Association, the South Lake Tahoe Tourism District Corporation (Corporation) hereby requests modification of the SLTTID Management District Plan, pursuant to Streets and Highways Code §36635.

Specifically, we are requesting a modification to the current Management District Plan to increase the authorized number of Directors on the Board of the Corporation from five (5) to nine (9).

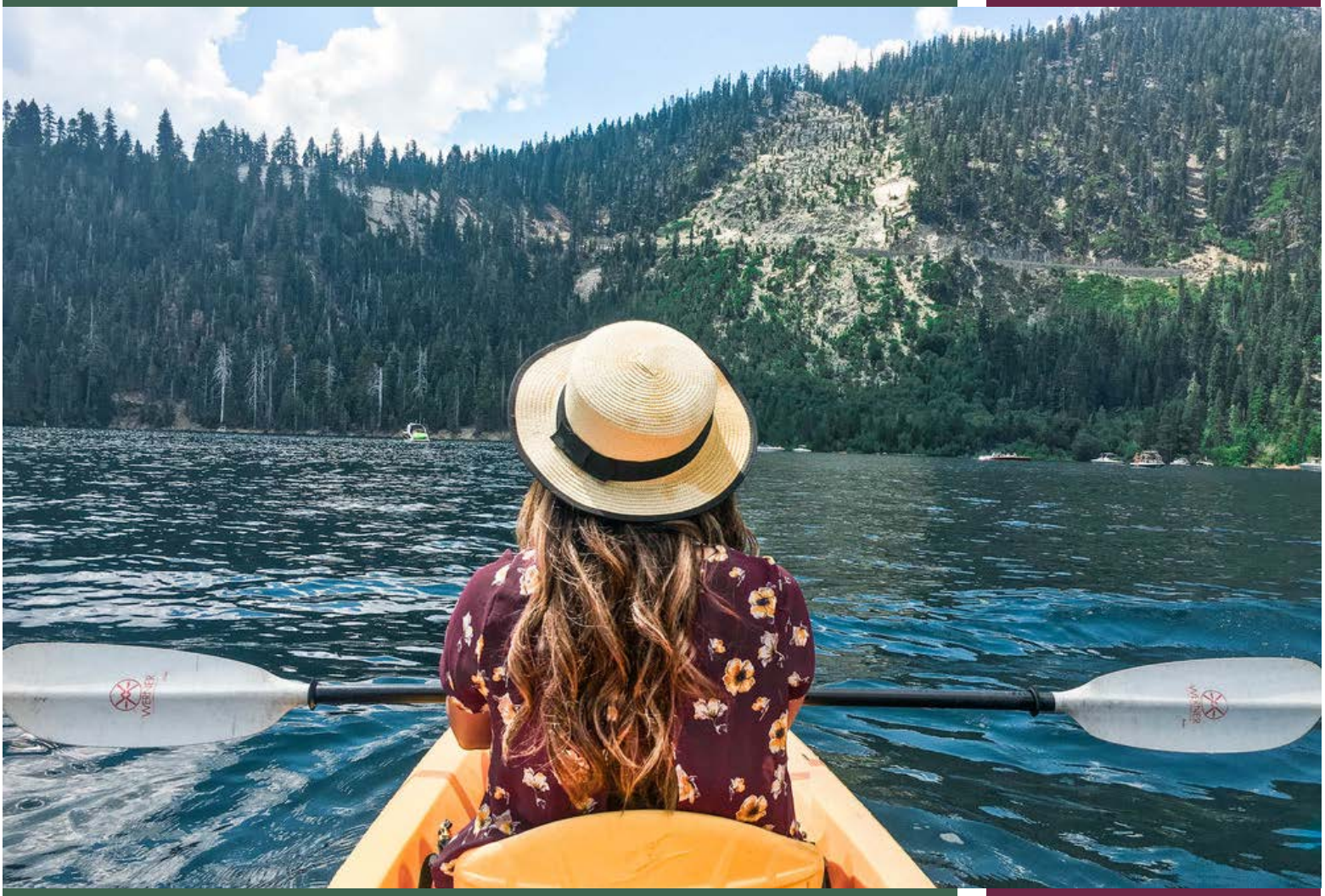
The requested modification will not increase the budget, assessment nor modify the term of the SLTTID. We ask that you consider this item at the City Council meeting on May 3, 2022. It is our understanding that a public hearing will also be necessary to complete the modification; we ask that you set the public hearing for May 17, 2022.

Should you have any questions regarding the SLTTID or the modification, please feel free to contact me directly at jbindel@forestsuites.com or (530) 543-6532.

Best Regards,

Mr. Jerry Bindel
South Lake Tahoe Tourism District Corporation

2019-2029



SOUTH LAKE TAHOE TOURISM IMPROVEMENT DISTRICT

MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

~~March 26,~~ ~~2019~~April 11, 2022

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Prepared by
Civitas

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(800)999-7781
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I. OVERVIEW

Developed by South Lake Tahoe Tourism District Corporation ("SLTTDC"), the South Lake Tahoe Tourism Improvement District (SLTTID) is an assessment district proposed to continue providing specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors.

Location: The renewed SLTTID includes all lodging businesses located within the boundaries of the City of South Lake Tahoe, as shown on the map in Section IV.

Services: The SLTTID is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.

Budget: The total SLTTID annual budget for the initial year of its ten (10) year operation is anticipated to be approximately $2,705,000.

Cost: The annual assessment rates are $3.00 per paid occupied room per night on hotels and motels and $4.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. The assessment rate will automatically increase in year two (2020-21) by one dollar ($1.00) on both assessment rates. The new rates in 2020-21 will be $4.00 per paid occupied room per night on hotels and motels and $5.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes. Starting in the fifth year (2023-24), the assessment rate for hotels and motels and all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes, may be increased by one additional dollar ($1.00) during the remaining term of the SLTTID, as described in Section V.

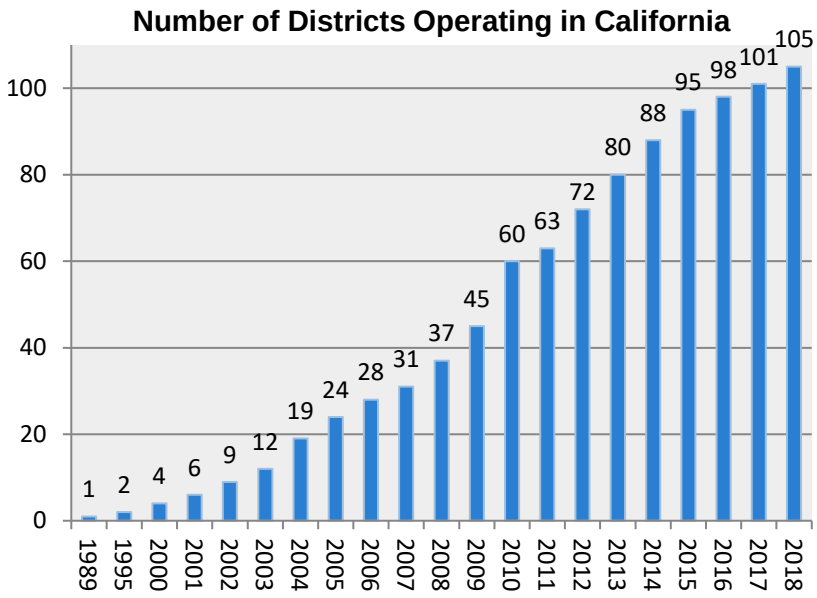
Collection: The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the SLTTID. The City shall take all reasonable efforts to collect the assessments from each lodging business.

Duration: The renewed SLTTID will have a ten (10) year life, beginning December 18, 2019 through December 17, 2029. Once per year, beginning on the anniversary of SLTTID renewal, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on SLTTID termination.

Management: The South Lake Tahoe Tourism District Corporation will continue to serve as the SLTTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council.

II. BACKGROUND

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over $275 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that South Lake Tahoe lodging businesses continue to invest in stable, lodging-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TIDs allow lodging business owners to organize their efforts to increase room night sales. Lodging business owners within the TID pay an assessment and those funds are used to provide services that increase room night sales.

In California, TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

III. ACCOMPLISHMENTS

- **TOT collection increase** (source City of South Lake Tahoe TOT Reports)
  - 2017/18 $17,418,178 vs 2009/10 $8,200,466

- **Occupancy increase** (source Smith Travel Report December YTD – South Lake Tahoe reporting)
  - 2018 57% vs 2009 40.9%

- **ADR increase** (source Smith Travel Report December YTD – South Lake Tahoe reporting)
  - 2018 $139.67 vs 2009 $104.10

- **Branding/Advertising (2009-19)**
  - Rebranded destination and established advertising campaign focused on brand attributes and differentiation from competitive set.
  - Expanded from a Summer-only campaign into year-round advertising with Winter and Spring as well.
  - Gradually shifted emphasis from Northern California to fly markets, including San Diego, Los Angeles, and most recently New York and Seattle, to drive longer stays and increase spend.
  - The 2010 budget was $750,000 which drove 17 million impressions. 2018 campaigns had a budget of $1,350,000 and delivered over 130 million impressions.

- **Website Stats** (source Google Analytics)
  - FY18 TahoeSouth.com
    - Total website visits 2,408,269
    - Unique visitors 1,849,821
    - Referrals to South Shore Lodging 175,341
  - FY09 BlueLakeTahoe.com
    - Total website visits 767,839
    - Unique visitors 604,167
    - Referrals to South Shore Lodging 151,225

- **Social Media**
  - Facebook - Visit Lake Tahoe South boasts over 144,000 fans
  - Twitter - @TahoeSouth currently has 11,600 followers
  - Instagram - @TahoeSouth has over 44,000 followers

- **American Century Celebrity Golf Championship Attendance** (source Milthorpe Sports LLC)
  - 2018 57,097 vs 2009 37,205

- **American Century Celebrity Golf Championship Earned Media** (source Weidinger PR)
    - 2018 $86 million vs 2009 $5 million
  - Circulation/viewers/listeners
    - 2018 2.5 billion vs 2009 300 million

.

- **July 4th Fireworks Annual Event**
  - 2013 lawsuit filed against the LTVA which threatened the future of the event
  - 2014 successfully negotiated a compromise and this important community event continues

- **Heavenly Holidays Annual Event (2010-2018)**
  - 2018: November 23 - December 31, daily events in the Heavenly Village
  - NYE concerts & fireworks attracting approximately 10,000 people
  - Village shops reported record revenue for December (source Gary Casteel)
  - 2010: One-week event between Christmas and New Year

- **SnowGlobe Annual Event (2011-2018)**
  - 2018 estimated attendance: 60,000 over three days, December 29-31

- **Amgen Tour of California (2011 & 2015-2018) Earned Media** (source AEG Sports)
    - 2018 $4.9 million vs 2015 $650,000
  - Audience/Impressions
    - 2018 100 million vs 2015 16.7 million

- **Golf Media Tour Earned Media** (source Weidinger PR)
    - 2018 $76 million vs 2009 $1.9 million
  - Circulation
    - 2018 176 million vs 2009 70.3 million

- **Operation Sierra Storm** (2013-2018) Earned Media (source Weidinger PR)
    - 2018 $2.75 million vs 2013 $212,000
  - Audience/Impressions
    - 2018 124 million vs 2013 14.3 million

- **International Representation Offices**
  - 2009 - Two offices - United Kingdom & Australia
  - 2019 - Five Offices - United Kingdom, Australia, Germany, China (Shanghai) & China (Beijing)

- **International Focus Markets**
  - 2009 - United Kingdom & Australia
  - 2019 - United Kingdom, Australia, Germany, France, China, South Korea, Japan & India.

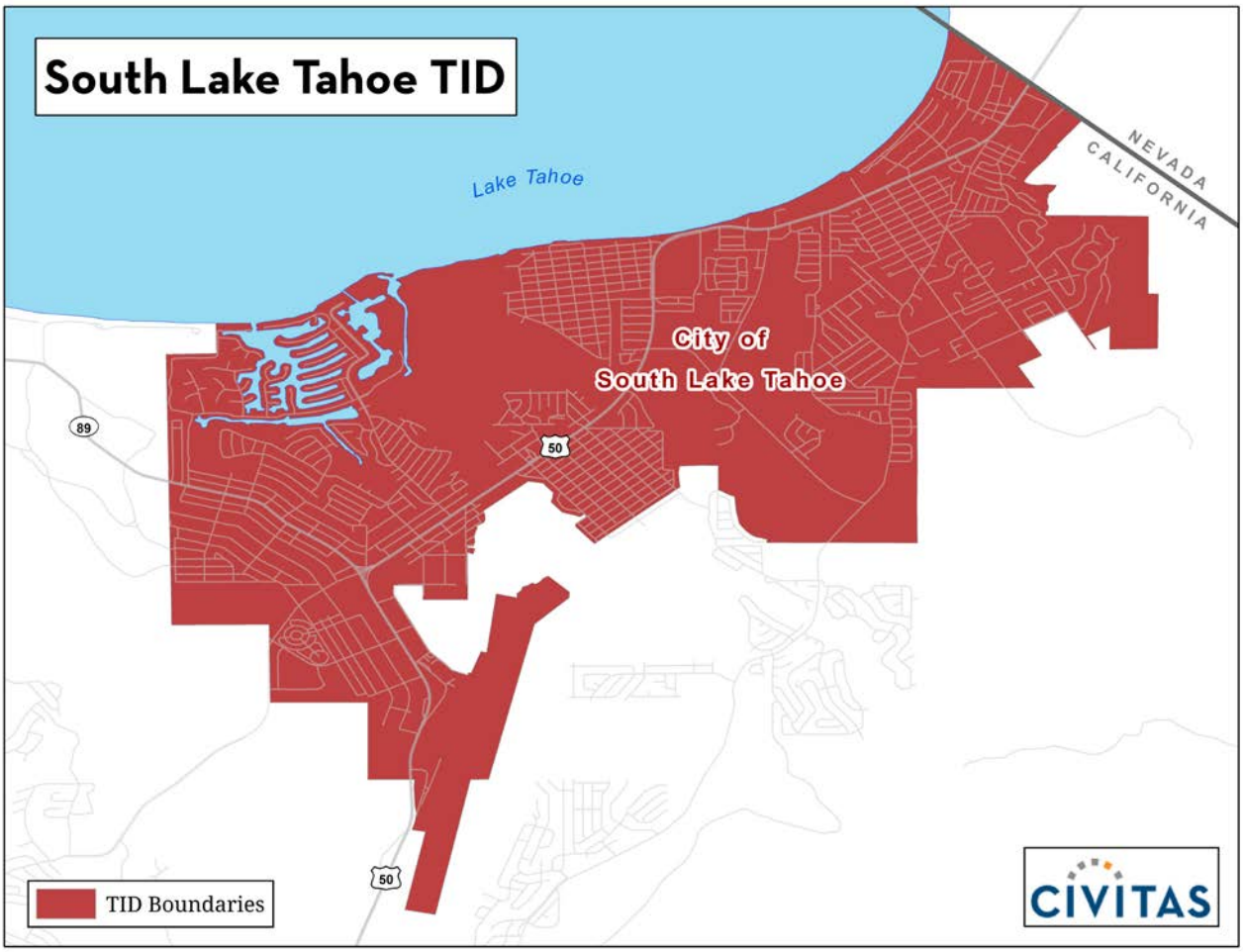
- **Secured & Hosted Mountain Travel Symposium 2018**
  - 1,100 delegates representing 24 countries

IV. BOUNDARY

The SLTTID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of City of South Lake Tahoe.

Lodging business means: hotels, motels, and all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes.

The boundary, as shown in the map below, currently includes 118 lodging businesses. A complete listing of lodging businesses within the renewed SLTTID can be found in Appendix 2.

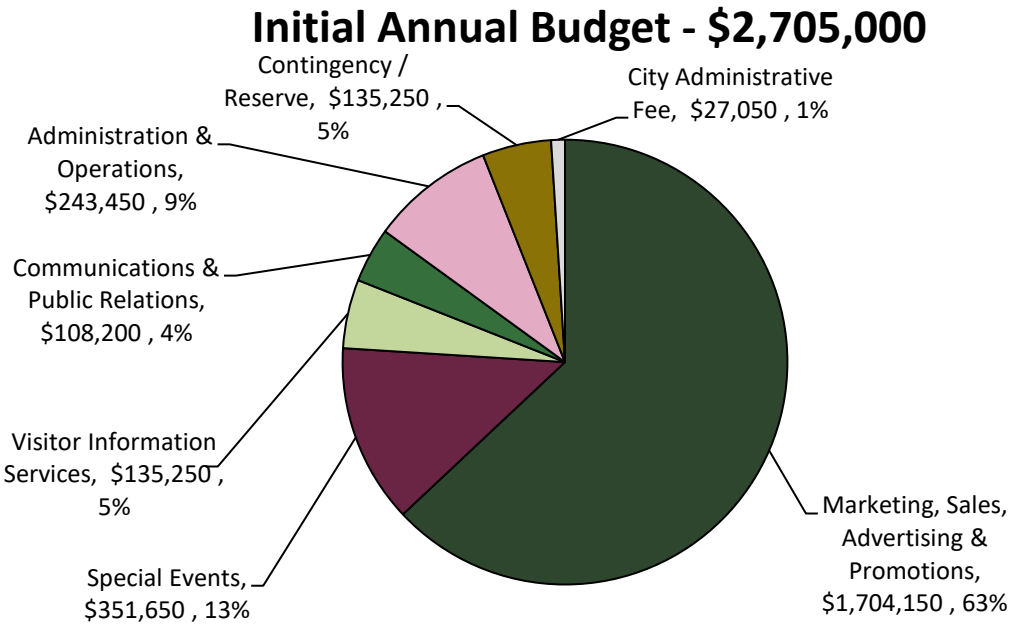


V. BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the SLTTID funds are sales and marketing programs available only to assessed businesses.

A service plan budget has been developed to deliver services that benefit the assessed businesses. A detailed annual budget will be developed and approved by the SLTTDC. The table below illustrates the initial annual budget allocations. The total initial budget is $2,705,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the SLTTDC board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the SLTTID, any and all assessment funds may be used for the costs of defending the SLTTID.

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by the SLTTDC on an as- needed basis.

Marketing, Sales, Advertising & Promotions

Marketing and promotions will include media advertising and promotional programs designed to attract visitors to visit and stay at the South Shore lodging establishments as well as promote the area as a lodging and conference destination. The program will have the goal of increasing overnight visitation and room night sales at assessed lodging businesses, and may include the following activities:

- Location and exposure in the Lake Tahoe Visitors Authority (LTVA) Visitor Centers. Each TID lodging business will have the opportunity to have brochure placement in the Visitor Center;
- Listing on the LTVA website with a direct link to the lodging property website. The website may provide an opportunity for photos of each lodging business to be placed next to their listing;
- Opportunity to participate in co-op advertising programs such as the California travel planner;
- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Brand marketing efforts to increase awareness and drive overnight visitation;
- Advertising targeted at potential visitors to drive overnight visitation and room sales to assessed lodging businesses;
- Attendance at trade shows and industry conferences to promote assessed lodging businesses;
- Lead generation activities designed to attract tourists and group events to assessed lodging businesses;
- Maintenance and updates of a website featuring assessed lodging businesses;
- Meetings to plan and coordinate tourism promotion efforts for assessed lodging businesses;
- Data analysis on effectiveness of SLTTID funds to improve effectiveness and increase overnight visitation at assessed businesses.

Special Event Funding

Special event funding shall be administered through the application and approval policies of the Lake Tahoe Visitors Authority marketing committee and Board of Directors. Special events being funded and approved by the Lake Tahoe Visitors Authority must include a detailed plan for generation of room nights and general commerce for the South Shore of Lake Tahoe, and must also include a follow-up analysis.

Visitor Information Services

The visitor services enhancement program will provide funding for programs and initiatives based on criteria to be developed by the SLTTID. The focus of the visitor services enhancement program will be on the entire destination brand footprint to ensure a consistent brand experience throughout the destination.

Communications & Public Relations

The communications and public relations program will promote assessed lodging businesses as tourist, meeting, and event destinations. The communications and public relations program will have a central theme of promoting the destination as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed lodging businesses. The program will include the development and implementation of a public relations and communications strategy, inclusive of social media outlets and press release distribution designed to increase overnight visitation at assessed businesses

Administration and Operations
The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

City Administration Fee
The City of South Lake Tahoe shall be paid a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration.

Contingency/Reserve
The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the SLTTDC Board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the SLTTDC Board. Contingency/reserve funds may be spent on District programs or administrative and renewal costs in such proportions as determined by the SLTTDC Board. The reserve fund may be used for the costs of renewing the SLTTID.

B. Annual Budget

The total ten (10) year improvement and service plan budget is projected at approximately $2,705,000 annually, or $43,665,140 through 2029 if the maximum assessment rate increases are adopted. This amount may fluctuate as occupancy rates change at assessed businesses, but is not expected to change significantly over the term.

The initial annual assessment rates are $3.00 per paid occupied room per night on hotels and motels and $4.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes. The assessment rate may be subject to two (2), one dollar ($1.00) increases during the term of the district; by one dollar ($1.00) in the second year (2020-21) and up to one dollar ($1.00) starting the fifth year (2023-24).

The assessment rate increase in the second year (2020-21) will automatically raise the rates by one dollar ($1.00), unless the SLTTDC Board votes not to implement the automatic increase based upon circumstances that they deem significant. If the SLTTDC Board elects to cancel the automatic increase, the only applicable increase will be the discretionary increase beginning in 2023-24. In 2020-21 the assessment rate will be $4.00 per paid occupied room per night on hotels and motels and $5.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes. Additionally, the assessment rates may be increased by an additional dollar starting in the fifth year (2023-24) at the discretion of the SLTTDC Board. If the maximum assessment rate increases are adopted, the maximum assessment rate for the District will be $5.00 per paid occupied room per night on hotels and motels and $6.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes. The maximum assessment rates are demonstrated in the table below:

Assessment Rate Category	Initial Assessment Rate	Increased Assessment Rate (Automatic, 2020-21)	Maximum Assessment Rate (Discretionary, 2023-24)
Hotels and Motels	$3.00	$4.00	$5.00
All of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes.	$4.50	$5.50	$6.50

The discretionary assessment rate may or may not increase starting in 2023-24, the increase may be implemented beginning in 2023-24 or in later years at the discretion of SLTTDC's Board. Additionally, the assessment rate increase in any given year after 2023-24 may be an amount less than one dollar ($1.00). For example, in 2024-25 the assessment rate could be increased by twenty-five cents ($0.25) and in 2025-26 the assessment rate could be increased by another twenty-five cent ($0.25), etc. However, the total amount of increases after 2023-24 shall not exceed one dollar ($1.00).

The following table demonstrates the estimated maximum budget, based on existing lodging businesses, with the assumption that the assessment rate will automatically increase by one dollar ($1.00) in 2020-21 and will be increased by one dollar ($1.00) in 2023-24, as it is a required disclosure, it is not the anticipated course of action. Additionally, a two percent (2%) annual increase in the total budget is shown in both tables, to account for estimated increased room occupancy as a result of SLTTID efforts. This two percent (2%) annual increase is a conservative estimate based on the effects of similarly sized TID budgets.

Estimated 2019-2029 Annual Budget If Maximum Assessment Rates Are Adopted

Year	Marketing	Special Events	Visitor Info Services	Communications	Admin	Contingency/ Reserve	City Admin Fee	Total
2019-20	$1,704,150	$351,650	$135,250	$108,200	$243,450	$135,250	$27,050	$2,705,000
2020-21	$2,275,663	$469,581	$180,608	$144,487	$325,095	$180,608	$36,122	$3,612,164
2021-22	$2,321,177	$478,973	$184,220	$147,376	$331,597	$184,220	$36,844	$3,684,407
2022-23	$2,367,600	$488,552	$187,905	$150,324	$338,229	$187,905	$37,581	$3,758,095
2023-24	$2,986,697	$616,303	$237,039	$189,632	$426,671	$237,039	$47,408	$4,740,789
2024-25	$3,046,431	$628,629	$241,780	$193,424	$435,204	$241,780	$48,356	$4,835,605
2025-26	$3,107,360	$641,201	$246,616	$197,293	$443,909	$246,616	$49,323	$4,932,317
2026-27	$3,169,507	$654,025	$251,548	$201,239	$452,787	$251,548	$50,310	$5,030,964
2027-28	$3,232,897	$667,106	$256,579	$205,263	$461,842	$256,579	$51,316	$5,131,583
2028-29	$3,297,555	$680,448	$261,711	$209,369	$471,079	$261,711	$52,342	$5,234,215
Total	**$27,509,038**	**$5,676,468**	**$2,183,257**	**$1,746,606**	**$3,929,863**	**$2,183,257**	**$436,651**	**$43,665,140**

The table below demonstrates the estimated maximum budget with the assumption that the rates will be increased in the second year but will not be increased further. Additionally, a two percent (2%) annual increase in the total budget is shown, to account for estimated increased room night sales as a result of SLTTID efforts.

Estimated 2019-2029 Annual Budget If Maximum Assessment Rates Are Not Adopted

Year	Marketing	Special Events	Visitor Info Services	Communications	Admin	Contingency/ Reserve	City Admin Fee	Total
2019-20	$1,704,150	$351,650	$135,250	$108,200	$243,450	$135,250	$27,050	$2,705,000
2020-21	$2,275,663	$469,581	$180,608	$144,487	$325,095	$180,608	$36,122	$3,612,164
2021-22	$2,321,177	$478,973	$184,220	$147,376	$331,597	$184,220	$36,844	$3,684,407
2022-23	$2,367,600	$488,552	$187,905	$150,324	$338,229	$187,905	$37,581	$3,758,095
2023-24	$2,414,952	$498,323	$191,663	$153,330	$344,993	$191,663	$38,333	$3,833,257
2024-25	$2,463,251	$508,290	$195,496	$156,397	$351,893	$195,496	$39,099	$3,909,923
2025-26	$2,512,516	$518,456	$199,406	$159,525	$358,931	$199,406	$39,881	$3,988,121
2026-27	$2,562,767	$528,825	$203,394	$162,715	$366,110	$203,394	$40,679	$4,067,883
2027-28	$2,614,022	$539,401	$207,462	$165,970	$373,432	$207,462	$41,492	$4,149,241
2028-29	$2,666,302	$550,189	$211,611	$169,289	$380,900	$211,611	$42,322	$4,232,226
Total	**$23,902,400**	**$4,932,241**	**$1,897,016**	**$1,517,613**	**$3,414,629**	**$1,897,016**	**$379,403**	**$37,940,318**

C. California Constitutional Compliance

The SLTTID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the SLTTID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the SLTTID, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the SLTTID. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the SLTTID, and are narrowly tailored. SLTTID funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in SLTTID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this SLTTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)

marketing and sales programs promoting lodging businesses paying the SLTTID assessment. The marketing and sales programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the SLTTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the SLTTID are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

SLTTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the SLTTDC, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from SLTTID-funded activities, be featured in advertising campaigns, and benefit from other SLTTID-funded services. Non-assessed lodging businesses will not receive these, nor any other, SLTTID-funded services and benefits.

The SLTTID-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-SLTTID funds. SLTTID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

D. Assessment

The annual assessment rates are $3.00 per paid occupied room per night on hotels and motels and $4.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days.

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

The assessment rate may be subject to two (2), one dollar ($1.00) increases during the term of the district; by one dollar ($1.00) in the second year (2020-21) and up to one dollar ($1.00) starting the fifth year (2023-24). The assessment rate increase in the second year (2020-21) will automatically raise the rates by one dollar ($1.00), unless the SLTTDC Board votes not to implement the automatic increase based upon circumstances that they deem significant. If the SLTTDC Board elects to cancel the automatic increase, the only applicable increase will be the discretionary increase beginning in 2023-24. In 2020-21 the assessment rate will be $4.00 per paid occupied room per night on hotels and motels and $5.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes. Additionally, the assessment rates may be increased by an additional dollar starting in the fifth year (2023-24) at the discretion of the SLTTDC Board. If the maximum assessment rate increases are adopted, the maximum assessment rate for the District will be $5.00 per paid occupied room per night on hotels and motels and $6.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs and homes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the SLTTID assessment is identified separately it shall be disclosed as the "SLTTID Assessment." As an alternative, the disclosure may include the amount of the SLTTID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

The SLTTID shall reimburse the City of South Lake Tahoe for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent SLTTID assessment are sought to be recovered in the same collection action by the City, the SLTTID shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency*
   Any lodging business who fails to remit any assessment imposed by this chapter within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment, in addition to the amount of the tax.
2. *Continued Delinquency*
   Any lodging business who fails to remit any delinquent assessment on or before a period of thirty (30) days following the date on which the assessment first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment, in addition to the amount of assessment and the ten percent (10%) penalty first imposed.
3. *Fraud*
   If the assessment collector determines that the nonpayment of any assessment due under this article is due to fraud, a penalty of twenty five percent (25%) of the amount of assessment shall be added thereto in addition to the penalties stated in subsections (1) and (2) of this section.

4. *Interest*
   In addition to the penalties imposed, any lodging business who fails to remit any assessment imposed by this article shall pay interest at the rate of one and one-half (1.5%) percent per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the assessment first became delinquent until paid.
5. *Penalties Merged with Tax*
   Every penalty imposed and such interest as accrued under the provisions of this section shall become a part of the assessment required to be paid.

F. Time and Manner for Collecting Assessments

The SLTTID assessment will be implemented beginning December 18, 2019 and will continue for ten (10) years through December 17, 2029. The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City shall forward the assessments collected to the Owners' Association.

VI. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the SLTTID as defined in Streets and Highways Code §36612. The City Council has determined that South Lake Tahoe Tourism District Corporation will serve as the Owners' Association for the SLTTID.

The SLTTID Board of Directors shall have nine~~five~~ (9~~5~~) Directors who are lodging business owners or representatives. The currently acting Directors and Officers of the SLTTID shall continue to act in their respective capacities. Yearly elections for a portion of the Board of Directors shall be held pursuant to the provisions of the Bylaws of the South Lake Tahoe Tourism District Corporation.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the SLTTDC Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The SLTTDC shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2018 SUPPLEMENT ***
(ALL 2017 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

(a) Promotion of public events.

(b) Furnishing of music in any public place.

(c) Promotion of tourism within the district.

(d) Marketing and economic development, including retail retention and recruitment.

(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.

(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

"Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board

of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay

50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may

classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500))

or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Lodging Type	Business ID	Business Name	Address
Hotel/Motel	320927	3 Peaks Resort & Beach Club	931 Park Ave, South Lake Tahoe, CA 96150
Hotel/Motel	008394	7 Seas Inn at Tahoe	4145 Manzanita Ave, South Lake Tahoe, CA 96150
Hotel/Motel	009618	A&A Lake Tahoe Inn	3520 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	008058	Aerie Lodge	1184 Emerald Bay Rd, South Lake Tahoe, CA 96150
Hotel/Motel	305015	Alder Inn Motel	1072 Ski Run Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	319123	All Season Cottages	4131 Manzanita Ave, South Lake Tahoe, CA 96150
Hotel/Motel	317374	Alpenrose Inn	4074 Pine Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	003906	Alpine Inn & Spa	920 Stateline Ave, South Lake Tahoe, CA 96150
Hotel/Motel	201239	Americana Vacation Club	3845 Pioneer Trail, South Lake Tahoe, CA 96150
Hotel/Motel	009285	Americas Best Value Inn	4107 Pine Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	007435	Apartments at 947 Poplar	947 Poplar St, South Lake Tahoe, CA 96150
Hotel/Motel	001101	Apex Inn	1171 Emerald Bay Rd, South Lake Tahoe, CA 96150
Hotel/Motel	009041	Avalon Lodge	4075 Manzanita Ave, South Lake Tahoe, CA 96150
Hotel/Motel	005546	Basecamp Hotel	4143 Cedar Ave., South Lake Tahoe, CA 96150
Hotel/Motel	005626	Beach Retreat & Lodge at Tahoe	3411 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	304855	Beachcomber Inn	999 Lakeview Ave, South Lake Tahoe, CA 96150
Hotel/Motel	010140	Bear's Den Inn	2250 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	002864	Best Choice Motel	954 Park Ave, South Lake Tahoe, CA 96150
Hotel/Motel	306623	Best Western Station House Inn	901 Park Ave, South Lake Tahoe, CA 96150
Hotel/Motel	000607	Beverly Lodge	3480 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	002800	Big Pines Mountain House	4083 Cedar Ave, South Lake Tahoe, CA 96150
Hotel/Motel	009445	Black Bear Inn	1202 Ski Run Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	305398	Black Jack Motel	985 Park Ave, South Lake Tahoe, CA 96150
Hotel/Motel	005280	Blue Jay Lodge	4133 Cedar Ave, South Lake Tahoe, CA 96150
Hotel/Motel	004300	Blue Lake Inn	944 Friday Ave, South Lake Tahoe, CA 96150
Rental	000262	Buckingham Properties L.T. LLC	4000 Lake Tahoe Blvd #28, South Lake Tahoe, CA 96150
Hotel/Motel	316832	Budget Inn	3496 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Rental	005946	Calneva Real Estate Inc	2269 James Ave #A, South Lake Tahoe, CA 96150
Rental	006291	Carinas Vacation Home Services	P.O. Box 8741, South Lake Tahoe, CA 96150
Hotel/Motel	008906	Cedar Inn & Suites	890 Stateline Ave, South Lake Tahoe, CA 96150
Rental	003880	CEDAR PINES RESORT	1234 Melba Dr, South Lake Tahoe, CA 96150
Hotel/Motel	007696	Coachman Hotel Operator	4100 Pine Blvd, South Lake Tahoe, CA 96150
Rental	311260	Coldwell Banker/Mckinney	2196 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	009244	Days Inn	3530 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	006383	Deerfield Lodge at Heavenly	1200 Ski Run Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	009736	Diamond Resorts #2	901 Ski Run Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	318130	Diamond Resorts Mgmt/LTVC	901 Ski Run Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	009430	Econo Lodge Inn and Suites	3860 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	007961	Emerald Bay Lodge	735 Emerald Bay Rd, South Lake Tahoe, CA 96150
Hotel/Motel	009287	Fireside Lodge Bed & Breakfast	515 Emerald Bay Rd, South Lake Tahoe, CA 96150
Hotel/Motel	206055	Forest Suites Resort	One Lake Pkwy, South Lake Tahoe, CA 96150
Rental	010405	Grand Welcome	2264 Lake Tahoe Blvd #3, South Lake Tahoe, CA 96150

Rental	006841	Heavenly Creek Rental	1894 Talbot Place, South Lake Tahoe, CA 96150
Hotel/Motel	003905	Heavenly Inn	930 Park Ave, South Lake Tahoe, CA 96150
Hotel/Motel	004919	Heavenly Valley Lodge	1261 Ski Run Blvd, South Lake Tahoe, CA 96150
Rental	005911	Heavenly Valley Lodge Vacation	1261 Ski Run Blvd, South Lake Tahoe, CA 96150
Rental	103894	Heavenly Valley Townhouse Assoc	P.O. Box 17137, South Lake Tahoe, CA 96151
Rental	006188	Heavenly Village Condos LLC	454 Alex Ct, Gardnerville, CA 89460
Hotel/Motel	008711	High Country Lodge	1227 Emerald Bay Rd, South Lake Tahoe, CA 96150
Hotel/Motel	001620	Holiday Inn Express	3961 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	305636	Hotel Azure, fmr Inn by the Lake	3300 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	008125	Hotel Becket	4003 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	008517	Howard Johnson Inn	3489 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	000259	Interval International	6262 Sunset Dr PH1, Miami, FL 33143
Rental	005262	Invited Home Tahoe LLC	2095 James Ave, South Lake Tahoe, CA 96150
Hotel/Motel	310535	La Bella Motel	3994 Pine Blvd., South Lake Tahoe, CA 96150
Rental	306610	Lake Tahoe Accommodations	2048 Dunlap Drive #4, South Lake Tahoe, CA 96150
Hotel/Motel	005628	Lake Tahoe Ambassador Lodge	4130 Manzanita Ave, South Lake Tahoe, CA 96150
Rental	005799	Lake Tahoe Liaison	PO Box 7489, South Lake Tahoe, CA 96158
Rental	009399	Lake Tahoe Lodging Co (Zalanta)	3535 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Rental	006936	Lake Tahoe Lodging Company	4101 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Rental	010742	Lake Tahoe Lodging-Lakeland Village	3535 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	320075	Lake Tahoe Resort Hotel (fmr Embassy Suites)	4130 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	005734	Lakeside Gondola Lodge LLC	849 Almar Ave. C300, Santa Cruz, CA 95060
Rental	009873	Lux Villa VR	2896 Orange Ave Suite 230, Signal Hill, CA 90755
Hotel/Motel	010232	Mana Kai Apartments	3930 Pioneer Trail, South Lake Tahoe, CA 96150
Hotel/Motel	321263	Marriot Grand Residence	1001 Heavenly Village Way, South Lake Tahoe, CA 96150
Hotel/Motel	321262	Marriot Timber Lodge	4100 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	009647	Matterhorn Inn	2187 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	006787	Mellow Mountain Hostel	4081 Cedar Ave, South Lake Tahoe, CA 96150
Hotel/Motel	005830	Motel 6 #0250	2375 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	001090	National 9 Inn	3901 Pioneer Trail, South Lake Tahoe, CA 96150
Hotel/Motel	008520	Paradise Motel	953 Park Ave, South Lake Tahoe, CA 96150
Hotel/Motel	317949	Pinewood Inn	3818 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Rental	002248	Pinnacle Lake Tahoe Getaways	3045 Harrison Ave, South Lake Tahoe, CA 96150
Hotel/Motel	007064	Postmarc Hotel and Spa Suites	3696 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Rental	003910	PYRAMID PEAK PROPERTIES	1725 Grizzly Mountain, South Lake Tahoe, CA 96150
Rental	009850	Rentlever Inc	1105 Battery St, San Francisco, CA 94111
Hotel/Motel	002352	Resort Rental LLC	9998 N Michigan Rd, Carmel, IN 46032
Rental	006532	RNR Vacation Rentals LP	2494 South Lake Tahoe Blvd., Unit B2 South Lake Tahoe, California - 96150
Hotel/Motel	319714	Rodeway Inn	4127 Pine Blvd, South Lake Tahoe, CA 96150
Rental	321660	Ronan, Patrick - Rental Mgmt	930 Balbijou Rd, South Lake Tahoe, CA 96150
Hotel/Motel	220011	Sail In Motel	861 Lakeview Ave, South Lake Tahoe, CA 96150

Hotel/Motel	003904	Secrets Inn	924 Park Ave, South Lake Tahoe, CA 96150
Rental	005460	Sierra Sac Property Mngt	5599 Kalispell Way, Sacramento, CA 95835
Rental	004904	Sierra Tahoe Rentals	210 Elks Point Dr, Zephyr Cove, NV 89448
Hotel/Motel	009583	South Shore Inn	3906 Pioneer Trail, South Lake Tahoe, CA 96150
Hotel/Motel	220161	Stardust Vacation Club	4061 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	006329	Stateline Economy Inn and Suites	966 La Salle St, South Lake Tahoe, CA 96150
Hotel/Motel	007628	Sunray Tahoe Hotel	2659 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	318098	Super 8	3838 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	316362	Tahoe Beach & Ski Club	3601 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	007461	Tahoe Cottage Inn	1220 Emerald Bay Rd, South Lake Tahoe, CA 96150
Rental	005349	Tahoe Destination Vacation Rentals	752 Patricia Ln, South Lake Tahoe, CA 96150
Hotel/Motel	002276	Tahoe Hacienda Inn	3820 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Rental	314952	Tahoe Keys Resort	599 Tahoe Keys Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	221050	Tahoe Lakeshore Lodge & Spa	930 Balbijou Rd, South Lake Tahoe, CA 96150
Rental	010048	Tahoe Lifestyle Vacations	P.O. Box 7439 Tahoe City, CA 96145
Rental	005585	Tahoe Management Dba Tamarac	1156 Ski Run Blvd, South Lake Tahoe, CA 96150
Rental	006153	Tahoe Property Managers	1148 Ski Run Blvd, South Lake Tahoe, CA 96150
Rental	319829	Tahoe Rental Connection	2241 James Ave, South Lake Tahoe, CA 96150
Hotel/Motel	309778	Tahoe Seasons Resort	3901 Saddle Rd, South Lake Tahoe, CA 96150
Rental	004618	Tahoe Select Rentals	1802 Jicarilla Dr South Lake Tahoe, CA 96150
Rental	005956	Tahoe South Rentals	753 Tina Ct, Stateline, NV 89449
Hotel/Motel	312726	Tahoe Travel Inn	3536 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	305303	Tahoe Valley Lodge	2241 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	009874	Tally Ho Cottages	4093 Manzanita Ave, South Lake Tahoe, CA 96150
Hotel/Motel	005413	Tea Garden Lodge	932 Poplar St, South Lake Tahoe, CA 96150
Hotel/Motel	006388	The Landing Resort and Spa	4104 Lakeshore Blvd., South Lake Tahoe, CA 96150
Hotel/Motel	307818	The Lodge	3840 Pioneer Trail, South Lake Tahoe, CA 96150
Hotel/Motel	006812	The Trailhead	3892 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Hotel/Motel	317409	Thunderchief Motel	1008 Echo Rd, South Lake Tahoe, CA 96150
Rental	007446	Turnkey Vacation Rentals, Inc	5508 W. Hwy 290, STE 300, Austin, TX 78735
Rental	005979	VACASA LLC	P.O. Box 10727, South Lake Tahoe, CA 96150
Hotel/Motel	003983	Vacation Internationale Inc	3601 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

BYLAWS OF

SOUTH LAKE TAHOE TOURISM DISTRICT,

A California Nonprofit Corporation

ARTICLE I NAME, OFFICE AND PURPOSES

The name of this corporation is and shall be South Lake Tahoe Tourism District, (hereinafter referred to as "the corporation").

The principal office of the corporation shall be located in South Lake Tahoe, California. The principal office and additional offices may be located in such other places as may be determined from time to time by the Board of Directors.

The purposes of the Corporation shall be to improve and promote tourism in South Lake Tahoe California through the operation of a tourism improvement district and the creation and operation of other tourism promotion activities.

ARTICLE II DISSOLUTION

This corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits, or dividends of its members and is organized solely for nonprofit purposes. No part of the profits or net income of this corporation shall ever inure to the benefit of any director, officer, or member thereof, or to any individual. Upon the dissolution or winding up of the corporation, after payment of, or provision for payment of, all debts and liabilities of this corporation, the remaining assets shall be distributed to a nonprofit fund, foundation, or corporation which has established its tax exempt status under section 501(c) of the Internal Revenue Code.

ARTICLE III MEMBERS

Section 1. Membership and Voting Rights.

Membership shall consist of owners or representatives of an assessed lodging or property management/timeshare business within the South Lake Tahoe Tourism Improvement District (TID). All assessed lodging TID business owners, or business owner representatives, shall have equal voting weight.

ARTICLE IV BOARD OF DIRECTORS

Section 1. General Powers.

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the laws of California, the affairs of the corporation shall be managed, and all corporate powers shall be exercised by, or under the direction of, a Board of Directors.

Section 2. Number, Tenure, and Qualifications.

The corporation shall have nine (9) Directors, who shall be unrelated persons. Each Director shall be an owner or representative of an assessed lodging or property management/timeshare business within the South Lake Tahoe Tourism Improvement District. The members shall elect the Directors. The members shall have equal voting weight for the election of Directors. An effort shall be made to reach out to the lodging community for nominations. The initial Board of Directors shall have a staggered term. There shall be no term limits for Directors. Upon the expiration of each of these terms, all directors shall hold office for two years ending on December 31 of the specified year. The Board may accept a resignation prior to filling that vacancy with a successor.

The Directors shall include representatives from lodging business properties and property management/timeshare properties that are paying into the tourism improvement district and who are interested in the promotion of tourism in the City of South Lake Tahoe.

Section 3. Regular Meetings.

Regular meetings of the Board shall be held at least one (1) time per year at any place designated from time to time by resolution of the Board. All meetings shall comply with the notice provisions of the Ralph M. Brown Act. At least one of these Board meetings shall be the annual meeting to elect Directors.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the Chairperson, Vice-Chairperson, the Secretary or the Treasurer, or a majority of the voting directors.

Section 5. Notice of Special Meetings.

Notice of any special meeting of the Board shall be given at least one (1) day prior thereto either personally or by telephone or email or four (4) days' notice by first-class mail, subject to waiver of notice as provided in ARTICLE X of these Bylaws. All such notices shall be given or sent to the director's address, email address, or telephone number as shown on the records of the corporation. The attendance of a director at any special meeting shall also constitute a waiver of notice of such meeting. Notwithstanding the forgoing, all meetings shall comply with the notice provisions of the Ralph M. Brown Act.

Section 6. Quorum.

A majority of the Directors holding office at any point in time shall constitute a quorum. The directors may continue to transact business during a meeting at which a quorum is initially present, notwithstanding the withdrawal of directors, if any action is approved by at least a majority of the required quorum for that meeting.

Section 7. Manner of Acting.

Action by the Board shall be by a majority of the Directors present at a meeting duly held at which a quorum has been established unless a greater number is required by law.

Section 8. Action Without a Meeting.

The Board of Directors shall not take action without a meeting.

Section 9. Participation in Meetings by Means of Conference Telephone.

Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting. The notice of such meeting must identify a place for the public to attend and must comply with the Ralph M. Brown Act.

Section 10. Vacancies.

(a) Events causing vacancy. A vacancy or vacancies in the Board of Directors shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any director; (ii) the declaration by resolution of the Board of Directors of a vacancy of the office of a director who has been declared of unsound mind by an order of court or convicted of a felony or has been found by final order of judgment of any court to have breached a duty under the California Nonprofit Corporation Law; (iii) the increase of the authorized number of directors, (iv) the failure of the Board, at any meeting of the Board at which any director or directors are to be elected, to elect the number of directors to be elected at such meeting; (v) if a director fails to attend four consecutive regular meetings of the Board of Directors.

(b) Any vacancy occurring in the Board of Directors and the directorships to be filled by reason of an increase in the number of directors shall be filled by a majority of the remaining directors, though less than a quorum, or a sole remaining director. A director elected to fill a vacancy shall hold office during the unexpired term of his or her predecessor in office and until his or her successor is elected.

Section 11. Resignations.

Except as provided in this paragraph, any director may resign, which resignation shall be effective on giving written notice to the Chairperson, the Secretary, or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 12. Compensation.

Directors shall not receive compensation for their services as members of the Board. Nothing herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor or from receiving reimbursement for reasonable expenses, as may be fixed or determined by resolution of the Board.

Section 13. No Interest in Assets.

No director shall possess any property right in or to the property of the corporation. In the event the corporation owns or holds any property upon its dissolution and winding up, after paying or adequately providing for its debts and obligations, the directors shall dispose of the remaining property in accordance with the provisions of the Articles of Incorporation and these Bylaws.

ARTICLE V OFFICERS

Section 1. Officers.

The officers of the corporation shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and such other officers as may be elected to offices created by the Board. Officers shall have powers and duties as specified herein and as may be additionally prescribed by the Board. One person may hold two or more offices, except those of Chairperson and Treasurer but no officer shall execute, acknowledge, or verify any instrument in more than one capacity, if such instrument is required to be executed, acknowledged, or verified by two or more officers.

Section 2. Election and Term of Office.

The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of any officer shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. New offices may be created and filled, and vacancies may be filled, at any meeting of the Board of Directors. Each officer shall hold office until a successor shall have been elected, unless otherwise removed.

Section 3. Removal.

Subject to the rights, if any, of an officer under any contract of employment, any officer elected or appointed by the Board may be removed by the Board with or without cause, whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Resignation.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation

shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. Chairperson.

The Chairperson shall serve as the Chairperson of the Board of Directors. The Chairperson shall preside at all meetings of the corporation. He or she shall have general supervision, direction, and control of the business of the corporation.

Section 6. Vice Chairperson.

The Vice Chairperson shall serve as the Vice Chairperson of the Board of Directors. In the absence of the Chairperson, the Vice Chairperson shall preside at meetings of the corporation.

Section 7. Secretary

The Secretary shall be responsible for the mailing of notices and see to the proper recording of proceedings of meetings of the corporation.

Section 8. Treasurer

The Treasurer shall be responsible for the corporation's funds and financial records. The Treasurer shall collect and report, or supervise collection and reporting, of all income and expenditures, shall establish proper accounting procedures for the handling of the corporation's funds, and shall be responsible for the keeping of the funds in such banks as approved by the Board. The Treasurer shall report on the financial condition of the corporation at meetings of the Board and at other times when called upon by the Chairperson.

At the end of each fiscal year, the Treasurer shall prepare, or cause to be prepared, an annual report, which shall, if required by the Board, be reviewed by a certified public accountant. At the expiration of the Treasurer's term of office, or upon removal, the Treasurer shall

immediately deliver over to the person designated by the Chairperson all books, money and other property in his or her charge.

ARTICLE VI COMMITTEES

Section 1. Executive Committee.

There may be an Executive Committee comprised of the officers of the Board (i.e., Chair, Vice Chair, Secretary, and Treasurer) of the Corporation. The Executive Committee shall exercise such of the Board's authority as delegated by the Board except for the power to fill vacancies on the Board or to amend, repeal, or adopt bylaws. The Executive Committee shall report on a regular basis to the Board of Directors.

Section 2. Other Committees.

The Board of Directors may, by resolution, establish and appoint other committees, as it deems necessary.

ARTICLE VII FISCAL YEAR

The fiscal year of this corporation shall be October 1 through September 30.

ARTICLE VIII INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER CORPORATE AGENTS

The corporation shall, subject to the provisions of this Article, to the extent allowed by applicable state and federal laws, indemnify, defend, and hold harmless its officers, directors, agents, and employees from and against any and all claims, liabilities, actions, proceedings, whether threatened, pending or completed, brought by reason of their respective position with or relationships to the corporation, including, without limitation, all reasonable attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

Section 1. Definitions.

For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another trust, or other enterprise; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under Section 4 or 5(b) of this Article.

Section 2. Indemnification in Actions by Third Parties.

The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under section 5233 of the California Nonprofit Public Benefit Corporation Law), by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendre or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. Indemnification in Actions by or in the Right of the Corporation.

The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right

of the corporation, or brought under section 5233 of the California Nonprofit Public Benefit Corporation Law, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

(a) In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless such action concerns assets held in charitable trust and is settled with the approval of the Attorney General.

Section 4. Indemnification Against Expenses.

To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Section 2 or Section 3 of this Article, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Determinations.

Except as provided in Section 4 of this Article, any indemnification under this Article VIII shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or Section 3 of this Article, by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 7. Other Indemnification.

No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of the directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. Forms of Indemnification Not Permitted.

No indemnification or advance shall be made under this Article, except as provided in Section 4 or 5(b), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles or these Bylaws; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance.

The corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE IX BOOKS AND RECORDS

The corporation shall keep at its principal office correct and complete books and records of account, written minutes of the proceedings of its meetings, a copy of Brown Act notices, the original or a copy of the Articles and Bylaws as amended to date, and a record giving the names and addresses of all Directors.

ARTICLE X WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the California Nonprofit Corporation Law or under the provisions of the Articles of Incorporation or by the Bylaws of the corporation, a written waiver thereof, signed by the person or persons entitled to such notice, whether before or after the time stated therein, which is made a part of the minutes, shall be deemed equivalent to the giving of such notice. Notwithstanding the forgoing all notice shall comply with the provisions of the Ralph M. Brown Act.

ARTICLE XI ANNUAL REPORTS

Not later than one hundred twenty (120) days after the close of the corporation's fiscal year, the Board shall cause to be sent to the Directors an annual report and an annual statement of transactions and indemnifications in accordance with applicable state law.

ARTICLE XII RULES OF ORDER

The rules contained in Robert's Rules of Order Newly Revised or as may be amended from time to time, shall govern the corporation in all cases in which they are applicable, and in which they are not inconsistent with these Bylaws, the Articles of Incorporation, or then existing law, including, but not limited to, the Ralph M. Brown Act.

ARTICLE XIII AMENDMENTS TO BYLAWS

New bylaws may be adopted, or these bylaws may be amended or repealed, by an affirmative majority vote of the Board of Directors at which a quorum is present. A copy of the proposed amendment or new bylaws shall be included in the notice of meeting given to each member of the Board of Directors.

ARTICLE XIV CERTIFICATE

I, William Carroll hereby certify:

That I am the duly elected and acting Secretary of South Lake Tahoe Tourism District, California Nonprofit Corporation; and

That the foregoing Bylaws, consisting of 14 pages, including this one, constitute the Bylaws of said corporation, as duly adopted by the Board of Directors at a meeting held on 3.31, 2022, at SLT, California. / STATELINE, NV

IN WITNESS WHEREOF, I have hereunto set my hand this 13TH day of APRIL, 2022.

SECRETARY

ON BEHALF OF SECRETARY

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 24

Agenda Item: Funding Agreement with the South Shore Transportation Management Association for $150,000 Contribution to South Shore Microtransit Service

Executive Summary: Pursuant to the Fiscal Year 2022 mid-year budget adjustment, this agreement provides for the $150,000 appropriation to the South Shore Transportation Management Association (SS/TMA) for Microtransit Services as approved on March 15, 2022 in the City Council mid-year budget adjustment. The SS/TMA has contracted with the Downtowner, LLC to provide an on-demand microtransit service, with the intent to launch this summer. The service area will encompass a significant portion of the South Lake Tahoe city limits from the Stateline area down to Lake Tahoe Community College, including the neighborhoods and businesses within this zone. The free-fare service is being launched by the SS/TMA as a public/private partnership of approximately $1,039,910 with the initial intent to serve the South Tahoe Events Center, which is set to open in 2023, and the areas noted above. The SS/TMA has hired a professional program manager with transit expertise to deploy the service and see it through successfully. This new service will be included in the City's comprehensive transit analysis that is currently underway.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Funding Agreement with the Shore Transportation Management Association for a $150,000 Contribution for Mictrotransit Service.
Responsible Staff Members: Joe Irvin, City Manager and Lindsey Baker, Assistant to the City Manager/Public Information Officer

Responsible Staff Member: Joe Irvin, City Manager and Lindsey Baker, Assistant to the City Manager/Public Information Officer (530) 542-6093

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

Attachments:
01-Staff Report - SSTMA Funding Agreement.docx
02-SSTMA Funding Agreement.pdf

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

Meeting Date: May 3, 2022

Title: Funding Agreement with the South Shore Transportation Management Association for $150,000 Contribution for South Shore Microtransit Service

Location: Citywide

Responsible Staff Member: Joe Irvin, City Manager and Lindsey Baker, Assistant to the City Manager/Public Information Officer (530) 542-6093

Background: City staff originally discussed appropriating $150,000 to partner with the South Shore Transportation Management Association (SS/TMA) for Microtransit Service on March 15, 2022 during the City Council's FY 21-22 mid-year budget adjustment. This funding agreement provides for the Council-approved $150,000 appropriation to the SS/TMA and formalizes the partnership.

Issue and Discussion:
The SS/TMA is a public/private partnership governed by a local Board of Directors comprised of public and private entity representatives. It "is a non-profit corporation organized under the laws of the State of Nevada whose mission is to support the economic vitality of the South Shore of Lake Tahoe, providing support and a unified leadership voice for public/private partnerships. SS/TMA advocates for improved mobility with innovative solutions to meet visitor and resident transportation needs by fostering collaboration, education, and sustainable funding."

The SS/TMA microtransit service was initiated as a result of a South Shore Events Center transportation Tahoe Regional Planning Agency permit condition. SS/TMA has partnered with a variety of public/private entities to provide not just the base service to meet the permit condition, but a level of service that is above and beyond what is required. To make this service viable, in addition to the City's funding, the SS/TMA has or will receive funding from a variety of public and private partners, including but not limited to El Dorado County, Douglas County, South Tahoe Alliance of Resorts, the Lake Tahoe Visitor's Authority, Lake Tahoe Community College, and a number of hotels and businesses in the Stateline area of California and Nevada.

The service, with a proposed launch date of summer 2022, will be operated by the Downtowner, LLC as a turnkey, on-demand solution. The Downtowner will deploy four vehicles, two of which are 9-passenger vans and two are 8-passenger vans with wheelchair accessibility. Each vehicle will provide for bike racks. Hours of operation are currently proposed on a seasonal basis as follows: Fall/Spring: 7am – 9pm, Daily; Summer/Winter: 7am – 9pm, Sun – Thu and 7am – 10pm, Fri – Sat. Average wait times are proposed to be no more than 15 minutes. The vehicles are not currently electric, but the SS/TMA, City staff, the Downtowner, and other partners continue to look at viable options and funding opportunities for the deployment of electric vehicles in future iterations of the service.

The service area will encompass a significant portion of the South Lake Tahoe city limits from the Stateline area to Lake Tahoe Community College, including the neighborhoods and businesses within this zone. A map of the microtransit zone is available on page 25 of Exhibit A.

Finally, the SS/TMA has hired a program manager and known transit expert to implement the pilot program and ensure a successful deployment. The program manager will evaluate the ridership data provided by the operator and make recommendations to ensure the service parameters continue to meet passenger needs. Any changes to service parameters or change in operator will require a supermajority vote of the SS/TMA Board of Directors.

Staff Recommendation:

> *Pass a Motion approving a Funding Agreement between the South Shore Transportation Management Association (SS/TMA) and City of South Lake Tahoe for an amount of $150,000 for Mictrotransit Service, which the City Council appropriated for 2021-22 in the mid-year budget adjustment on March 15, 2022.*

Financial Implications: The fiscal year 2021-2022 budget contains $150,000 in appropriations for the SS/TMA Microtransit Service, as approved by the City Council in the mid-year budget adjustment on March 15, 2022, within the Non-Departmental budget account 100-01951-44032 Contributions / Sponsorships.

Environmental Considerations: The proposed action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant impact on the environment).

Policy Implications: This funding agreement with the SS/TMA for Microtransit Service would advance Goal 1.4 (Transportation) in the 2021-2026 Strategic Plan, by addressing Action Item 7: Partner with the new South Shore Events Center and South Shore Transportation Management Association to expand and electrify microtransit service.

FUNDING AGREEMENT
Annual Contribution
South Shore Transportation Management Association (SS/TMA)
South Shore Microtransit Service

This Funding Agreement ("Agreement") is dated and effective _____ between the South Shore Transportation Management Association ("SS/TMA") and the City of South Lake Tahoe ("City"). In this Agreement, City is referred to as a South Shore Microtransit Service "Funding Partner." The SS/TMA and Funding Partner are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, SS/TMA is a non-profit corporation organized under the laws of the State of Nevada whose mission is to support the economic vitality of the South Shore of Lake Tahoe, providing support and a unified leadership voice for public/private partnerships. SS/TMA advocates for improved mobility with innovative solutions to meet visitor and resident transportation needs by fostering collaboration, education, and sustainable funding; and

WHEREAS, consistent with its mission, the SS/TMA Board of Directors has approved the SS/TMA's role as the contracting entity for the South Shore Microtransit Service, an interstate and intrastate service connecting the South Shore zones identified in Exhibit A; and

WHEREAS, SS/TMA has contracted with South Tahoe Downtowner, LLC (ridedowntowner.com) (" Operator") to operate the South Shore Microtransit Service ("Microtransit Service"); and

WHEREAS, the Microtransit Service is designed to improve non-auto mobility options throughout its service area, and provide connections to other transit services, including fixed route transit; and

WHEREAS, the City appropriated $150,000 for Microtransit Service for 2022-23 in its mid-year budget adjustment on March 15, 2022; and

WHEREAS, the Microtransit Service funded through this agreement between City and SS/TMA is above and beyond the service required as a condition of the Tahoe South Event Center (TSEC) permit; and

WHEREAS, the Board of Directors has also approved the SS/TMA's role as the facilitator and collector of contributions to support the Microtransit Service from the Funding Partners herein named; and

WHEREAS, the South Shore Microtransit Service will operate between June 24, 2022 and June 30, 2023 under this Agreement.

NOW, THEREFORE BE IT RESOLVED, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

1. **EFFECTIVENESS AND TERM.** This Agreement shall be effective upon the last date of execution of the Agreement, and the term of this Agreement shall expire on June 20, 2023. The City of South Lake Tahoe will be granted one (1) voting seat on the Board of Directors of the SS/TMA to be filled by a City staff person/non-elected official.

2. **SERVICE.** SS/STMA shall contract with the Operator to operate the Microtransit Service pursuant to the routes and schedules attached hereto as Exhibit A between June 24, 2022 and June 30, 2023. SS/TMA has discretion to amend the routes and schedules at any time as deemed necessary by SS/TMA for operational or funding related purposes provided that no such amendments shall increase the financial obligations of the Funding Partner, which shall be binding on the execution of this Agreement. A supermajority vote of the Board of Directors of the SS/TMA shall be required to amend service parameters. SS/TMA has the discretion to replace the Operator with another operator. A supermajority vote of the Board of Directors of the SS/TMA shall be required to replace the Operator.

3. **FUNDING.** The estimated program budget for FY 2022-2023 is attached as Exhibit B. The budget for all costs on the South Shore microtransit service is approximately $1,039,910 and the Funding Partner agrees to provide a total payment of $150,000, payable to the South Shore Transportation Management Association, as follows:

   a. Quarterly invoices sent by SS/TMA, due within 30 days of receipt in equal amounts of $37,500.

4. **INVOICING.** SS/TMA shall provide four (4) invoices to Funding Partner at least 30 days in advance of the payment due dates specified in Section 3 of this Agreement. Invoices shall reference the South Shore Microtransit Service, the payment due date, and the relevant period of service.

5. **USE OF FUNDS**. SS/TMA shall deposit all funding amounts received into a separate account held solely for the South Shore Microtransit Service. SS/TMA shall use all funds solely for the purpose of paying the costs of the Microtransit Service (above and beyond the TSEC permit requirement) which shall include funds for service operation, SS/TMA management, accounting, and marketing. The estimated program budget for FY 2022-2023 is attached as Exhibit B.

6. **RESERVE FUNDS.** Any funds remaining unspent at the end of a fiscal/operating year after all costs of the Microtransit Service have been paid, including allocated funds for management, accounting, marketing and promotion, and audits, will be held in a restricted reserve fund. Reserve funds held within this account are to be used for the sole purpose of the South Shore Microtransit Service. The maximum Reserve Fund balance will cover 12 months of operations and management services to be determined by a subsequent fiscal year budget to ensure a funding source is available in the event of a funding shortage in any future year of operation. Any additional funds will be used for service expansion or returned to the Funding Partner by a pro rata share.

7. **RETURNS.** Amounts paid by the Funding Partner will be returned to the Funding Partner if the microtransit service is canceled and/or those amounts are not needed to pay for the service in

future years. Any amounts returned to the Funding Partner will be determined on a pro-rata basis according to the amount contributed.

8. **REPORTS.** SS/TMA will provide monthly reports on the South Shore Microtransit Service to Funding Partner.

9. **SS/TMA MICROTRANSIT COMMITTEE.** The SS/TMA Board of Directors shall maintain a Microtransit Committee to provide oversight of the Operator and Microtransit service through a contracted Program Manager and to ensure the performance and accountability of the Microtransit Service.

10. **RECORDS.** SS/TMA shall maintain satisfactory account statements, records, and other documents related to the South Shore Microtransit Service for the life of the program. Account statements, records, and other documents relating to the microtransit service shall be retained by SS/TMA for three years following the completion or termination of this Agreement and shall be subject to examination and audit by the Funding Partner.

11. **SS/TMA MANAGEMENT TASKS AND COMPENSATION**. Through its Microtransit Committee and contracted Program Manager, SS/TMA shall oversee the day-to-day management and operation of the Microtransit Service and provide accounting, marketing, advertising and promotional support, as well as South Shore orientation, reporting, and other services for the Microtransit Service as set forth in Exhibit C, including auditing of the contract consistent with the provisions of the Agreement between SS/TMA and the Microtransit Service Operator.

12. **INDEMNIFICATION**. SS/TMA hereby agrees to and shall indemnify and hold harmless Funding Partner, its elected and appointed boards, officers, agents, employees, and volunteers from and against all 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 SS/TMA's negligent performance of this agreement or breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the Funding Partner. SS/TMA agrees to defend Funding Partner against any and all losses, damages, claims, costs, and fees arising out of SS/TMA's negligent acts, errors, or omissions regarding this Agreement.

Funding Partner does not, and shall not, waive any rights against SS/TMA which it may have by reasons of the aforesaid hold harmless agreement, because of the acceptance by Funding Partner, or the deposit with Funding Partner by SS/TMA, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by SS/TMA shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of SS/TMA 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.

SS/TMA further waives any and all rights to any type of express or implied indemnity or right of contribution from the Funding Partner for any liability, claims, demands, costs, charges, and expenses and causes of action whatsoever arising out of or in any way connected with this Agreement.

13. INSURANCE REQUIREMENTS. SS/TMA, at its own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies.

a. Commercial General Liability Coverage. SS/TMA 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 Funding Partner. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of SS/TMA. 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.

b. Automobile Liability Coverage. SS/TMA shall maintain automobile liability insurance covering bodily injury and property damage for all activities of SS/TMA arising out of or in connection with 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.

Endorsements. The insurance required by this Agreement 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:

a. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under SS/TMA's General Liability policy with respect to liability arising out of this Agreement.
b. 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.
c. This insurance shall act for each insured and additional insured as though a separate policy had been written for each.
d. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, or agents.
e. 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.
f. No policies of insurance carried by SSTMA 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.

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

Certificates of Insurance. SS/TMA shall provide certificates of insurance with original endorsements to Funding Partner as evidence of the insurance coverage required herein. SS/TMA shall not 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.

14. DISPUTES AND TERMINATION. The Parties shall meet and confer in an attempt to resolve any dispute arising from this Agreement. If the dispute cannot be resolved, any party may terminate this Agreement upon 60 days written notice to the other party. In the event of termination, the Funding Partner shall not be entitled to any reimbursement of funding amounts already provided except as provide in Section 7 of this Agreement.

15. NOTICE: Written notice under this Agreement shall be provided via U.S. Mail, electronic mail, or in person, as follows:

for City
Joseph Irvin
City Manager
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

for SS/TMA
Steve Teshara
Chair, SS/TMA Board of Directors
PO Box 1875
Zephyr Cove, NV 89448

16. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and nothing contained herein shall be construed as granting, vesting, creating, or conferring any right or cause of action on any third party. Nothing in this Agreement is intended to create, nor shall it be deemed to create any contractual relationship with any third party and SS/TMA or the Funding Partner.

17. GOVERNING LAW; JURISDICTION. This Agreement will be governed by, interpreted under; and construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, with venue in the Superior Courts in the County of El Dorado, South Lake Tahoe Division. Each of the Parties acknowledges and agrees that the laws of the State of California and the selection of venue in the foregoing city and county were freely chosen by the Parties.

18. ENTIRE AGREEMENT. This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties relating to the South Shore Microtransit Service and may not be modified except by an instrument in writing signed by the signatories to this Agreement. If any provision, or portion thereof, of the Agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and is dated and effective as of the date written above.

FOR CITY OF SOUTH LAKE TAHOE	FOR SOUTH SHORE TRANSPORTATION MANAGEMENT ASSOCIATION
_____	_____
Devin Middlebrook	Steve Teshara
_____	_____
Mayor	Chair, SS/TMA Board of Directors
_____	_____
Date	Date

Approved as to Form:

_____
Heather Stroud, City Attorney

Attachments:
Exhibit A: South Shore Microtransit Service Agreement
Exhibit B: Estimated Program Budget
Exhibit C: SS/TMA Scope of Services

South Shore Microtransit Services Agreement

THIS AGREEMENT is made by and between the **Tahoe Transportation District ("TTD"), South Shore Transportation Management Association ("SS/TMA"),** and **South Tahoe Downtowner, LLC ("Contractor"),** who agree as follows:

1. **Authority and Responsibility of Parties; TTD Limitation of Liability.** TTD, having authority under Article IX of the Tahoe Regional Planning Compact (Public Law 96-551), as subsequently amended, to operate public and private transportation systems within the Tahoe region, hereby contracts with SS/TMA to authorize its operation of transportation services as set forth in Exhibit A to be provided by Contractor. SS/TMA shall be solely responsible for the funding, oversight, management, and compensation of Contractor's provision of services under the terms of this Agreement.

   TTD's role shall be limited to providing operating authority as specified in this section.
   SS/TMA will provide program management as further specified in this Agreement.
   SS/TMA will provide total funding for this project as further specified in this Agreement.
   Contractor will provide micro transit operation as further defined in this Agreement.

   Contractor and SS/TMA hereby acknowledge and covenant that any rights that Contractor may have or accrue as a result of the performance of services under this Agreement shall be deemed to be solely against SS/TMA, and that Contractor shall have no right to seek compensation from TTD.

   Contractor and SS/TMA hereby acknowledge that TTD shall have no liability to Contractor or any other party under the terms of this Agreement with respect to the services to be provided hereunder, and each further covenant not to make any claims or demands against TTD with respect to any services performed under this Agreement, except to the extent provided for under Section 11 of this Agreement.

2. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

3. **Term.** The Term of this agreement begins June 24, 2022 and is subject to the Termination condition of this Agreement.

4. **Payment**. SS/TMA shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to SS/TMA in the manner specified in Exhibit B for review and payment approvals; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to SS/TMA. The project term will be June 24, 2022 through June 23, 2023. Subsequent projects will be approved as amendments to this agreement.

5. **Facilities, Equipment and Other Materials**. Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. Parking facilities shall be provided for the contractor; terms of this agreement are set forth in Exhibit C.

6. **Exhibits**. All exhibits referred to herein will be attached hereto and by this reference incorporated herein.

7. **Time for Performance**. Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

8. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the SS/TMA or TTD. SS/TMA shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. SS/TMA shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

9. **Licenses, Permits, Etc**. Contractor represents and warrants to SS/TMA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession within the bi-state service area defined in this Agreement. Contractor represents and warrants to SS/TMA that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

10. **Time**. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

11. **Hold Harmless and Indemnification Agreement**. The Contractor hereby agrees to protect, defend, indemnify, and hold SS/TMA free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other reasonable expenses incurred by SS/TMA arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including agents, employees or property of the SS/TMA) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement, except where caused due to the sole negligence or willful misconduct of SS/TMA.

    The Contractor hereby agrees to protect, defend, indemnify, and hold TTD free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other reasonable expenses incurred by TTD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the TTD) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement (collectively, “Liability”), except where caused due to the sole negligence or willful misconduct of TTD.

    Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit against either TTD, and/or SS/TMA at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses

related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor, SS/TMA or TTD or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of SS/TMA and TTD from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this Agreement.

To the extent that Contractor does not or is unable to fully defend, indemnify, and hold harmless TTD from any and all Liability for any reason, SS/TMA agrees to defend, indemnify, and hold harmless TTD, except in the event of concurrent negligence (or intentional/reckless acts) of SS/TMA and/or its officers and employees, on the one hand, and TTD and/or its officers and employees, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to a theory of pure comparative fault.

As used above, the terms SS/TMA and TTD shall be construed to include their respective board members, officers, agents, employees, and volunteers.

12. **Insurance**.

Contractor shall file with SS/TMA Certificates of Insurance, in companies acceptable to SS/TMA, with a Best's Rating of no less than A- VII meeting the following requirements:

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice from Contractor to the SS/TMA and Tahoe Transportation District."

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the SS/TMA upon demand.

B. General Liability Insurance
   (i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
      a. Contractual liability insuring the obligations assumed by Contractor in this

Agreement.

(ii) One of the following forms is required:
a. Comprehensive General Liability;
b. Commercial General Liability (Occurrence); or
c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
a. One million dollars ($1,000,000) each occurrence
b. Two million dollars ($2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy:
a. The limits of liability shall not be less than:
i. One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
ii. One million dollars ($1,000,000) for Products-Completed Operations
iii. Two million dollars ($2,000,000) General Aggregate

b. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

(v) Special Claims Made Policy Form Provisions:
Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of SS/TMA, which consent, if given, shall be subject to the following conditions:

a. The limits of liability shall not be less than:
i. One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
ii. One million dollars ($1,000,000) aggregate for Products Completed Operations
iii. Two million dollars ($2,000,000) General Aggregate

b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages
If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by SS/TMA as noted above. In no cases shall the types of polices be different.

D. Endorsements
Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

(i) "The Tahoe Transportation District and SS/TMA, and their respective officers, agents, employees, and volunteers are to be covered as additional insured parties for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

(ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the Tahoe Transportation District and SS/TMA with respect to any insurance or self- insurance programs maintained by the SSTMA and no insurance held or owned by the SS/TMA shall be called upon to contribute to a loss."

(iii) "This policy shall not be changed without first giving thirty (30) days prior written notice to Tahoe Transportation District and SS/TMA.

E. Automobile Liability Insurance
Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars ($2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Additional Requirements
(i) Premium Payments: The insurance companies shall have no recourse against the Tahoe Transpiration District and SS/TMA and their funding agencies, or their respective boards, officers, agents, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be approved by SS/TMA.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement. Any insurance in excess of limits specified above shall be available to SS/TMA and TTD.
(iv) Verification of Coverage: Contractor shall furnish the SS/TMA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the SS/TMA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The SS/TMA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
(v) Material Breach: Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

G. Waiver of Subrogation – Each of the insurance policies specified in this Agreement shall be endorsed to state that the insurance carrier waives its right of subrogation against the Tahoe Transportation District and SS/TMA, their respective officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by

the Contractor. However, Contractor hereby waives any rights of subrogation that may accrue to such insurers against TTD, and SS/TMA as a result of payments made for claims under such policies, and such waiver of subrogation shall be effective to the maximum extent permitted by law regardless of whether such endorsements are obtained.

13. **Contractor Not Agent**. Except as SS/TMA may specify in writing Contractor shall have no authority, express or implied, to act on behalf of SS/TMA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind SS/TMA or TTD to any obligation whatsoever.

14. **Assignment Prohibited**. Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of SS/TMA, said approval to be in the sole discretion of SS/TMA.

15. **Personnel**.

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that SS/TMA in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from SS/TMA of the desire of SS/TMA for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the “Project Team” in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of SS/TMA shall be grounds for cancellation of this Agreement by SS/TMA and payment shall be made pursuant to Section 17 (Termination) of this Agreement only for that work performed by Project Team members.

16. **Standard of Performance**. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to SS/TMA pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

17. **Termination**.

A. SS/TMA shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event SS/TMA shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event SS/TMA shall terminate this Agreement:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of

communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof; provided, however, that "writings" shall not include, or be deemed to include, any of Contractor's software, codes or algorithms, or any materials incorporating or embedding such software, codes or algorithms, used in the performance of this Agreement.

2) SS/TMA shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.

3) SS/TMA shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by SS/TMA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, SS/TMA shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to SS/TMA such financial information as in the judgment of the SS/TMA is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which SS/TMA may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty (30) working days' advance written notice to all other parties.

C. TTD may terminate this Agreement upon thirty (30) working days' advance written notice to all other parties.

18. **Compliance with Laws; Nondiscrimination**. Contractor and any subcontractors, consultants, and other vendors performing services under this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and SS/TMA policies, including the provisions of the Americans with Disabilities Act of 1990 and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

19. **Records**. Contractor shall maintain, at all times during the term of this agreement, complete detailed records with regard to work performed under this Agreement as outlined in Exhibit A, Scope of Services, Section 1.5.3. in a form reasonably acceptable to SS/TMA and SS/TMA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to Contractor until SS/TMA is satisfied that work of such value has been rendered pursuant to this agreement. However, SS/TMA shall not unreasonably withhold approval of payment and, if a dispute exists, the withheld approval of payment shall be proportional only to the item in dispute.

20. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data is the property of SS/TMA,

and Contractor agrees to deliver reproducible copies of such documents to SS/TMA on completion of the services hereunder and/or termination of this Agreement. Notwithstanding the foregoing or any other provision in this Agreement, Contractor retains all intellectual property rights and other rights, title and interest to its software, codes and algorithms used in performing services, and nothing in this Agreement provides or grants the SS/TMA with any right, title or interest to any such software, codes or algorithms.

21. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

22. **Conflict of Interest**. Contractor certifies that no official or employee of the SS/TMA or TTD, nor any business entity in which an official of the SS/TMA or TTD has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the SS/TMA and TTD.

23. **Entirety of Agreement**. This Agreement contains the entire agreement of TTD, SS/TMA and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.

24. **Alteration**. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 16, Termination.

25. **Governing Law; Jurisdiction**. This Agreement will be governed by, interpreted under; and construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, with venue in El Dorado County, California. Each of the Parties acknowledges and agrees that the laws of the State of California and the selection of venue in the foregoing were freely chosen by the Parties. Each Party consents to exclusive personal jurisdiction over such Party by the courts of the State of California and agrees that service of process on such Party may be effected by certified or registered mail, return receipt requested, directed to such Party at its address shown in this Agreement.

25. **Notification**. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

Tahoe Transportation District
Att: Carl Hasty
PO Box 499
Zephyr Cove NV 89448
775-589-5500

South Tahoe Downtowner, LLC
Att: Travis Gleason
4 Sand Dune Dr
New Smyrna Beach, FL 32169
561-929-1471

South Shore Transportation
Management Association
Att: Steve Teshara, Board Chair
PO Box 1875
Zephyr Cove, NV 89448
775-588-2488

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

26. **General Health Measures and Conduct**: Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others to contagious and infectious diseases. Should the any party observe any of Contractor's employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services, the Contractor shall immediately take measures to minimize or prevent exposure consistent with government guidance and best practices. Such removal of Contractor's employees or subcontractors shall not be considered a basis for that employee's claim for compensation or damages against any party. The employee shall not return to work until Contractor determines that the situation is resolved.

27. **Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of SS/TMA and shall be promptly delivered to SS/TMA. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials. Consistent with Section 19 (Ownership of Information), "contract materials" shall not include, or be deemed to include any of Contractor's software, codes or algorithms, or any materials incorporating or embedding such software, codes, or algorithms, used in the performance of this Agreement.

28. **Counterparts; Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with Nevada law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

TAHOE TRANSPORTATION DISTRICT
By:_____
Carl Hasty, District Manager

SOUTH TAHOE DOWNTOWNER, LLC
By:_____
Its: _____

APPROVED AS TO FORM:
By: _____
Tahoe Transportation District Counsel

SOUTH SHORE TRANSPORTATION MANAGEMENT ASSOCIATION

By:_____
Its: _____

EXHIBITS:
Exhibit A: Scope of Services
Exhibit B: Payment Terms, Contractor
Exhibit C: Parking Facilities

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

TAHOE TRANSPORTATION DISTRICT
By:_____
Carl Hasty, District Manager

SOUTH TAHOE DOWNTOWNER, LLC
By:_____
Its: _____

APPROVED AS TO FORM:
By: _____
Tahoe Transportation District Counsel

SOUTH SHORE TRANSPORTATION MANAGEMENT ASSOCIATION

By:_____
Its: _____

EXHIBITS:
Exhibit A: Scope of Services
Exhibit B: Payment Terms, Contractor
Exhibit C: Parking Facilities

EXHIBIT A
SCOPE OF SERVICES

1.1 BACKGROUND

The fundamental goal of the South Shore Microtransit Service is to provide a demand-responsive mobility option for residents and visitors wanted to travel within the defined bi-state service area of the South Shore of Lake Tahoe (Zone identified in Exhibit A, Attachment 1), including to and from the Tahoe South Events Center, or trying to connect with the regional transit system. The micro transit service will be responsive to customer demand by providing riders the ability to reserve a ride in real-time through a smartphone application and software platform. The service will perform like a continuous vanpool and will dynamically route vehicles to meet riders demand, saving riders time and replacing single-occupancy vehicle trips.

1.2 OBJECTIVES

- Provide a microtransit option within the defined service area: 1) to meet the TRPA mitigation requirements related to the Tahoe South Events Center; and, 2) overall, provide a viable option to use of personal vehicles or traditional single occupancy transportation network companies through competitive or reduced travel times, convenience, cost effectiveness and an improved overall trip experience.
- Reduce congestion and improve traffic flow by reducing vehicles on the road.
- Better understand demand and willingness to use a rideshare service.
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements.

1.3 REQUIREMENTS

A. Turnkey solution provided through this Agreement to include the following items:

- Real-time, dynamic service
- Software application/platform necessary for scheduling, dispatch, user interface, data collection, reporting, backend dashboard.
- Vehicles – owned or leased by vendor
- Drivers
- Operation of service
- Customer service
- Storage for vehicles provided at the Douglas County Parking Structure, or equivalent.
- Maintenance of vehicles
- Marketing of service in partnership with SS/TMA

B. SS/TMA has identified one zone for the Mobility on Demand South Shore micro transit service

- All trips must begin and end within the identified zone (Zone identified in Exhibit A, Attachment 1)
- Ability for riders to seamlessly make connections between micro-transit service and the TTD fixed route service.
- All trips will be free to the rider.
- Data sharing and ownership by SS/TMA as described in Section **1.5.3.**
- On-site manager must be available during all hours when service is operational
- Ability to request an ADA accessible vehicle on-demand using the same technology as other patrons.
- Service option for those without a smart phone or internet access
- Ability to scale service based on demand

- Implement COVID-19 cleaning and capacity measures per current CDC Guidelines
- Contractors shall comply with all current applicable federal, state, and municipal laws, codes, and regulations aimed at employers to protect the safety and health of employees and the public.

1.4 SERVICE DAYS AND HOURS

The initial years' service days and hours will be

- Fall / Spring: 7am – 9pm, Daily
- Summer / Winter: 7am – 9pm, Sun – Thu and 7am – 10pm, Fri - Sat

Average wait times shall be no more than 15 minutes. Riders should always be able to travel within proposed service area.

1.5 DETAILED SCOPE OF WORK

The SS/TMA requests the development and implementation of an innovative and dynamic demand response rideshare model. The key components of the South Shore Microtransit Service as envisioned by the SS/TMA are outlined below.

1.5.1. SERVICE IMPLEMENTATION PLAN

Contractor shall submit a Service implementation plan for SS/TMA review and approval, detailing all tasks necessary to deploy the South Shore Micro Transit Service. Include timelines and indicate responsible parties. Tasks may include but are not limited to:

- Work elements separated into tasks and phases
- Identification of key staff by work activity and proposed location
- Identification of schedule start and stop dates for each activity
- Expected deliverables/results
- Key milestones (i.e., Pilot deployment, Performance Monitoring)
- Vehicle Procurement and Branding
- Driver Procurement and Training
- Administrative Processes
- Zone Familiarization Trips
- Promotional Events & Marketing
- Full-Service Deployment

The work plan for services through June 30 of the following year must be submitted to the SS/TMA by June 1 of the current year. The SS/TMA will review the Implementation Plan and collaborate with the Contractor on any needed changes.

1.5.2. PROJECT MANAGEMENT

Project management will be a key responsibility of the Contractor and a continuous function.
The SS/TMA designates its Program Manager to coordinate all project activities with the Contractor.

In the area of Project Management, the Contractor shall:

- Schedule and facilitate a kick-off meeting and meetings at key milestones, field reviews, SS/TMA Micro Transit Committee and/or stakeholder group meetings, and other project-related meetings.
- Maintain and update the work plan as approved by the SS/TMA.
- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Ensure that individuals performing tasks have appropriate skill levels and credentials.

- Coordinate all required deliverables including, operations, vehicle acquisition, hiring of Contractors, vehicle wrapping or decals/branding, installation and configuration of software and hardware, documentation and training, performance monitoring and reporting.
- Be available and responsive to requests for information, inspections, or meetings

1.5.3. PERFORMANCE MONITORING AND REPORTING

A. Contractor shall provide regular reporting, as follows:

- Provide bi-weekly briefings to SS/TMA on completed tasks, deliverables, and all issues experienced and/or resolved during the 2-week period, with an explanation and new date for unmet tasks and deliverables. The briefing will also provide a forecast of activities and expected deliverables for the upcoming 2-week period. The bi-weekly briefing shall contain, at a minimum:
    - Summary of Work Completed To-Date
    - Updates to Project Schedule
    - Status of Operations and Deliverables
    - Activities and expected deliverables for the upcoming month
    - Red-flag issues
    - All complaints, whether written, verbal, or app-based
    - Any public app or SS/TMA platform errors or downtime

B. Accident/Incident Reporting should be provided as follows:

- Contractor shall develop, implement and maintain formal procedures for response to accidents, incidents, service interruptions, and complaints, subject to SS/TMA review and approval prior to initiating services under this AGREEMENT.

- Accident reports are to be submitted to SS/TMA within one (1) business day for injury accidents, and within two (2) business days for non-injury accidents. Telephone notification on all injury accidents shall be provided to SS/TMA thirty (30) minutes of occurrence.

- Contractor will be responsible for completing incident reports for vehicle and non-vehicle incidents, accidents, and collisions during performance of this contract. Incident reporting will be completed on a form prescribed by the SS/TMA.

C. Provide Performance Reports as follows:

- *Regular Performance Monitoring:* Reporting and analysis tools shall be built into the technology platform and open to the SS/TMA for regular use. All data collected as part of the South Shore Micro Transit Project must be openly shared with the SS/TMA and is the property of the SS/TMA The Contractor shall create custom reports as requested by the SS/TMA. Reports shall allow for daily, weekly, monthly assessment of the Service so that changes can be made to improve service and ridership if deemed necessary by the SS/TMA.
- *Performance Evaluation Reports:* Contractor shall provide a Performance Evaluation Report at the end of each month of Rideshare Service. At the end of the seasonal pilot, a Summary Performance Evaluation Report shall be submitted that includes all past performance measures and reporting to give a comprehensive overview of the success of the South Shore Micro Transit Service to date.
- *Report Content:* Monthly Performance Evaluation Reports shall summarize the performance of the Project, using clear and measurable criteria that could include but are not limited to the list below, subtotaled for each zone:

- Vehicle Revenue Hours/Miles: The hours (miles) that a vehicle is available to the general public and for demand response service includes all travel and time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the garage or dispatching point. In addition, VRH and VRM include the distance and time to pick-up the next passenger. This does not include deadhead distance and time. This definition is consistent with the National Transit Database definition.
- Total Vehicle Hours/Miles: The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its garage or dispatching point to go into revenue service to the time it pulls in from revenue service. It is often called platform time. This includes deadhead distance and time. This definition is consistent with the National Transit Database definition.
- Passenger Miles: The cumulative sum of the distances ridden by each passenger. This definition is consistent with the National Transit Database definition.
- Unlinked Passenger Trips (ridership): The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.
- Total number of unduplicated riders; both monthly and cumulative
- Demand summary (Total number of ride requests, origin/destination, time of use, boarding's per revenue hour, total ridership, type of rider)
- Trip data per zone (travel times, number of shared rides, average wait time, trip denial rate, booking abandonment rates, percentage of time expected wait times are not met, passenger no-shows, missed trips)
- Hardware performance and reliability
- Vehicle maintenance, performance, and reliability
- Status and success of marketing efforts (number of events, attendance, audience reach, etc.)
- Customer Service

1.5.4. Performance Metrics and Incentive

Metrics assume ride sharing is on.
Rides that were delayed for reasons outside of the Contractor's control (such as road closures or severe weather) will be documented by Contractor and not penalized.

A. Metric 1- Wait Time

The monthly penalty will be reflected as an invoice credit in any month where the goal is not met.
Wait time Goals

Zone	90% picked up in <= 20 min	90% picked up in <= 30 min	Monthly Penalty
1	Up to 250 passengers	Up to 300 passengers	$1,000

B. Metric 2- Trip Duration

The monthly penalty will be reflected as an invoice credit in any month where the goal is not met.
Trip Duration Goals
90% of trips in each zone will have a maximum trip duration of no more than thirty minutes.

Zone	Monthly Penalty
1	$1,000

C. Metric 3 – Missed Trips

A missed trip is defined as any occurrence when the driver does not arrive at the pickup location of a ride request, and there are no circumstances beyond the Contractor's control such as a safety concern or a physical constraint outside of the driver's control. Each missed trip will result in a $500 penalty reflected in the variable rate of the contracted amount.

1.5.5. SOFTWARE, HARDWARE & EQUIPMENT PLANNING

Contractor shall provide all software, installation, training, and technical assistance, hardware and equipment required to deploy and manage the Rideshare Service.

A. Backend Technology Platform Characteristics and Documentation

- The SS/TMA desires full access to and ownership of all data associated with the Pilot to inform strategic transportation planning efforts. The SS/TMA envisions a backend technology platform that can be used to, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization and maintaining excellent quality of customer experience. The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, and mobile application. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, passenger breakdowns, driver performance, and other relevant trip details. The SS/TMA's backend platform should be accessible via standard web browsers and from any commonly used internet-enabled device and should provide options to generate reports and extract operational data for analysis.

B. Vehicle Hardware and Equipment

- The Contractor shall provide all necessary hardware required to deploy the South Shore Micro Transit Service. If any transfer of equipment is required between vehicles, transfer should be simple and efficient. The Contractor user interface should be safe, easy to use, and include audible and clear messaging indicating passenger updates and stop changes. Driving instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.

  a. Vehicle Acquisition & Operations Plan:

  The SS/TMA expects the Contractor to supply and maintain all necessary vehicles for the South Shore Micro Transit Service. This service will be operated utilizing vehicles designed, used, or maintained for carrying **NO** more than ten passengers (including the driver), with a weight rating of less than (GVWR) of 26,001. At a minimum, two vehicles shall be wheelchair lift equipped on order to meet the equivalent service standards under 49 CFR Part 37 Americans With Disabilities Act transit requirements.

  If Contractor does not own the necessary vehicles for the Service as determined in the Service Model, vehicle acquisition by way of purchase, leasing, or other agreement will be required by the Contractor. The SS/TMA desires vehicles that accommodate mobility limited users and bicycle storage, as feasible. Vehicles used in the performance of this Agreement shall be no more than five (5) years old and/or have no more than 150,000 miles during any time during the initial term or subsequent renewals of this Agreement. Vehicle registration and vehicle

identification numbers will serve as proof of age. Vehicles must meet all EPA and California emission standards.

b. Vehicle Operations:
The Contractor is responsible for ensuring that all relevant federal, state, and local regulations are complied with. The Contractor shall clearly demonstrate that insurance and liability coverage will be provided for drivers.

1.5.6. SYSTEM AND USER TRAINING

This South Shore Micro Transit Service is expected to be provided by the Contractor as a turnkey solution with minimal SS/TMA personnel resources needed to implement the service. However, the Contractor shall provide training and manuals for SS/TMA personnel needed to monitor, assess, access data, and develop reports using the dashboard and other tools provided by the Contractor. The Contractor shall also ensure adequate and complete training of drivers.

1.5.7. TECHNICAL SUPPORT

The Contractor shall provide ongoing technical support to both the public and the SS/TMA for the duration of the South Shore Micro Transit Service. The Contractor should indicate the level of technical support and ongoing monitoring that will be provided to ensure the system is functioning properly. Software upgrades should be provided as soon as they are available. Technical support could include but is not limited to:

A. Public Application and User Support:

- Phone and email responses to software failures or questions within 24 business hours
- Assistance with questions on use of approved software configuration and software version
- Availability of experts to confer on software new release installation and fixes to bugs
- Software upgrades

B. Vehicle Hardware Support:

- Troubleshooting hardware or network failure
- Assistance with technical recommendations focused on improving system performance

1.5.8. CUSTOMER SERVICE

Customer service shall be available to riders anytime the South Shore Micro Transit Service is in operation. The SS/TMA expects this service as part of the overall turnkey approach and will not have staff available to respond to customer service requests.

- Riders shall have immediate access to customer service assistance via mobile application or phone call at any point in time when service is in operation. Customer service will be provided during service hours via the app.
- Customer service concerns related to safety shall be addressed immediately and reported to the SS/TMA within two (2) hours.
- SS/TMA shall have access to all customer service comments, questions, requests, or complaints.

1.5.9. DRUG AND ALCOHOL TESTING

The Contractor shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the applicable oversight agency of the State of Nevada, or SS/TMA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing

process. The Contractor shall certify as soon as possible upon award of the resulting Agreement. After the Agreement award date and initial certification, the Contractor shall certify annually its compliance with Part 655 before March 15 of each Agreement year and shall submit the Management Information System (MIS) reports before March 15 of each Agreement year to (TBD). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees to carry out pre-employment and other drug testing as to all safety-sensitive employees and sub-contractors performing safety-sensitive functions related to this service. The Contractor agrees to NOT hire or contract with any persons who test positive for substances prohibited under the approved contract or drug and alcohol policy to perform any services under this Agreement.

1.5.10. Americans With Disabilities Act Service Requirements

Access Requirements for Individuals with Disabilities**:** The Contractor agrees to comply with, and assure that any sub-contractor or, or third-party contract or under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). Language from the Federal Transit Administration (FTA) Circular dated November 4, 2015 is included below for reference. Contractor is required to comply with any applicable updates:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37;
    a. The following sections are relevant to the service provided by Contractor under this Agreement:

49 CFR Part 37 section 37.77(c)
"For purposes of this section, a demand responsive system, when viewed in its entirety, shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:
(1) Response time;
(2) Fares;
(3) Geographic area of service;
(4) Hours and days of service;
(5) Restrictions or priorities based on trip purpose;
(6) Availability of information and reservations capability; and
(7) Any constraints on capacity or service availability"
In addition to ensuring equivalent service, a transit agency must also ensure applicable ADA transit requirements are being met. FTA Circular 4701.1, Section 7.5 states: "With these services, agencies have the same obligations to ensure, for example, that service animals are allowed to accompany riders with disabilities and that portable oxygen is accommodated. The training requirements in section 37.173[(1)] can be particularly important. Vehicle Contractors, including taxi drivers and volunteer vanpool drivers, must be trained to proficiency on safely operating vehicles and equipment and on properly assisting and treating riders with disabilities".

> **§37.173 Training requirements.** Each public or private entity which operates a fixed route or demand responsive system shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat

individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

2. U.S. DOT regulations “Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles”, 49 CFR Part 38;
3. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities

Receiving or Benefitting from Federal Financial Assistance," 49 CFR Part 27;

Exhibit A - Scope of Services

Attachment 1

(South Shore Micro Transit Service Area – Zone 1)

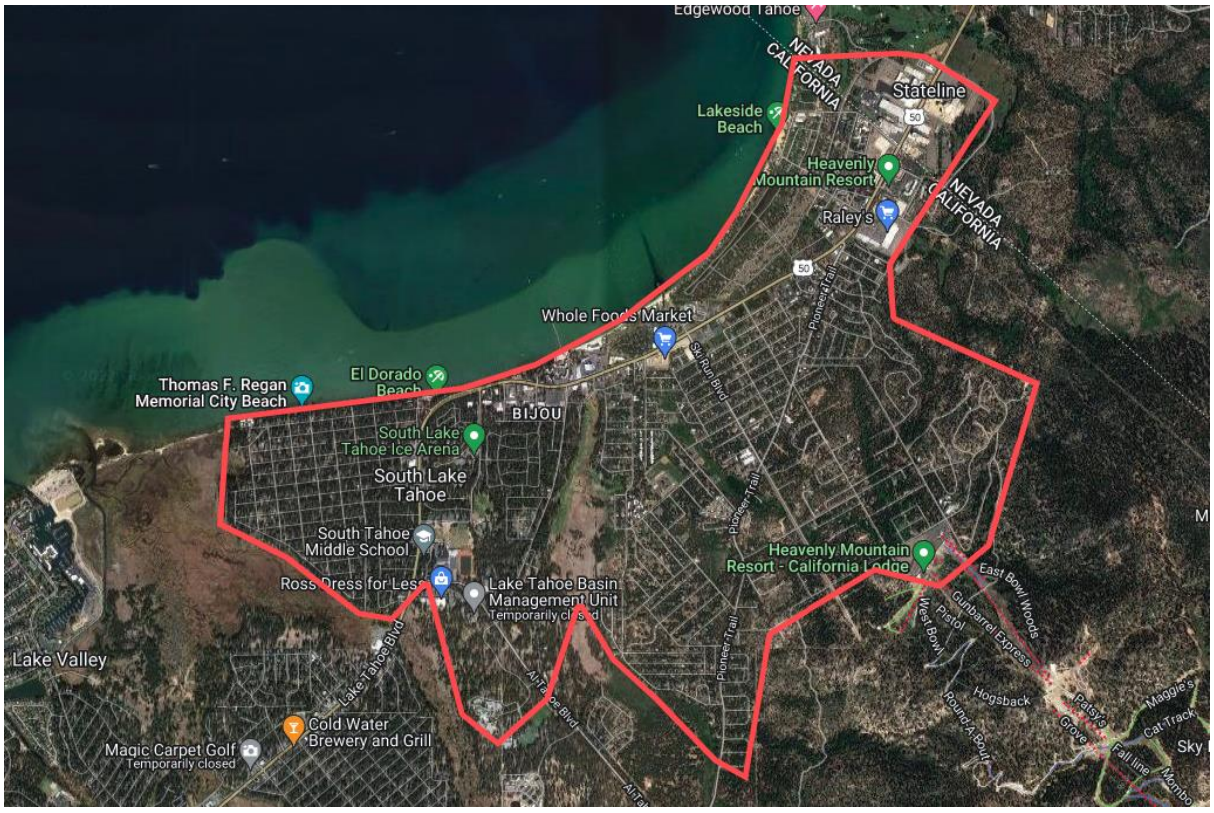


EXHIBIT B
PAYMENT TERMS, CONTRACTOR

1. Payment amount

Contractor shall be paid for both fixed and variable costs as described herein. Variable Cost will include driver payroll and fuel at actual costs. The figures listed below for Variable Costs are estimates based on projected driver hours and fuel consumption. Actual Variable Cost invoices may vary.

Invoice Date	Setup Cost	Fixed Cost	Variable Cost (estimated)	Invoice Includes	Total Invoice Amount
5/15/22	25,293		0	Setup Cost	25,293
6/15/22	0	98,102	0	June, July, Aug Fixed Cost	98,102
7/15/22	0	0	12,143	June Variable Cost	12,143
8/15/22	0	0	50,190	July Variable Cost	50,190
9/15/22	0	98,102	50,190	Sept, Oct, Nov Fixed Cost + Aug Variable Cost	148,291
10/15/22	0	0	37,321	Sept Variable Cost	37,321
11/15/22	0	0	31,835	Oct Variable Cost	31,835
12/15/22	0	98,102	30,808	Dec, Jan, Feb Fixed Cost + Nov Variable Cost	128,910
1/15/23	0	0	54,737	Dec Variable Cost	54,737
2/15/23	0	0	54,737	Jan Variable Cost	54,737
3/15/23	0	98,102	49,440	Mar, Apr, May Fixed Cost + Feb Variable Cost	147,542
4/15/23	0	0	54,737	Mar Variable Cost	54,737
5/15/23	0	0	30,808	Apr Variable Cost	30,808
6/15/23	0	0	31,835	May Variable Cost	31,835
7/15/23	0	0	36,428	(3/4) June Variable Cost	36,428
Total	**25,293**	**392,406**	**525,211**		**942,910**

a. Non-authorized expenses

Reimbursement of travel, lodging, and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Agreement shall be borne by the Contractor.

The total of all payments made under this agreement shall not exceed the amount shown in Section 3 of this Agreement.

2. Invoice Requirements

The Contractor must submit written invoices monthly to the SS/TMA by the 15th of each month for authorized expenses incurred in the preceding full month. For example, the invoice for the month of January would be due by February 15. Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

The monthly invoices must include both fixed and variable costs, must be in a format approved by the SS/TMA, and must contain sufficient detail as required by the SS/TMA.

Work performed and expenses incurred by Contractor will be subject to final acceptance by the SS/TMA project manager(s).

Submit all invoices to:

SS-TMA
Attn:
PO Box 1875
Zephyr Cove, NV 89448

3. Payment Timing

The SS/TMA will make payment within thirty (30) days after the billing is received and approved by SS/TMA and as outlined below. Incomplete or inaccurate invoices shall be returned to the Contractor unapproved for correction. Invoices shall be submitted in a format agreed upon by the SS/TMA and the Contractor.

EXHIBIT C
PARKING FACILITIES

SS/TMA will provide a location for Contractor to park Contractor-owned vehicles and employee-owned vehicles while on shift for services under this Agreement. Contractor's employees may not park their personal vehicles overnight in the SS/TMA-provided space. Neither the SS/TMA or the owner of the parking facility will be responsible for damage or vandalism to or theft from vehicles parked in designated areas.

Exhibit B: Estimated Program Budget

Budget Item	Quantity	Cost
Transit service – South Shore On-Demand	One year = 365 days	$942,910
Program Management	Part time, one year	Not to exceed $52,000
Accounting Services	Part time, one year	Not to exceed $15,000
Marketing/Advertising	One year	Not to exceed $30,000
	Total	**$1,039,910**

Downtowner Estimated Invoicing Year 1					
Invoice Date	**Setup Cost**	**Fixed Cost**	**Variable Cost**	**Invoice Includes**	**Total Invoice Amount**
5/15/22	25,293		0	Setup Cost	25,293
6/15/22	0	69,578	0	June, July, Aug Fixed Cost	69,578
7/15/22	0	0	14,520	June Variable Cost	14,520
8/15/22	0	0	59,698	July Variable Cost	59,698
9/15/22	0	69,578	59,698	Sept, Oct, Nov Fixed Cost + Aug Variable Cost	129,275
10/15/22	0	0	46,829	Sept Variable Cost	46,829
11/15/22	0	0	41,343	Oct Variable Cost	41,343
12/15/22	0	69,578	40,316	Dec, Jan, Feb Fixed Cost + Nov Variable Cost	109,894
1/15/23	0	0	64,245	Dec Variable Cost	64,245
2/15/23	0	0	64,245	Jan Variable Cost	64,245
3/15/23	0	69,578	58,948	Mar, Apr, May Fixed Cost + Feb Variable Cost	128,526
4/15/23	0	0	64,245	Mar Variable Cost	64,245
5/15/23	0	0	40,316	Apr Variable Cost	40,316
6/15/23	0	0	41,343	May Variable Cost	41,343
7/15/23	0	0	43,559	(3/4) June Variable Cost	43,559
Total	**25,293**	**278,310**	**639,307**		**942,910**

SS/TMA Program Manager Scope of Services
Draft 4.1.2022

1.1 MICROTRASNIT PROGRAM BACKGROUND

The goal of the Project is to improve transportation options and mobility for residents and visitors travelling within Lake Tahoe's South Shore within Douglas and El Dorado Counties and the City of South Lake Tahoe (City) or trying to connect with the regional transit system. This service will connect with Tahoe Transportation District's (TTD's) overall operation by adding a free and frequent "Microtransit" model to the fixed-route system. Microtransit provides shorter trips in duration with vehicles that are smaller than traditional transit vehicles using an app to provide riders the ability to reserve a ride in real-time through a smartphone application and software platform. The service will perform like a continuous vanpool and will dynamically route vehicles to meet riders demand, saving riders time compared to fixed-route options and replacing single-occupancy vehicle trips. The Microtransit Service will also complement the micromobility scooter-share program in the City.

1.2 PROGRAM OBJECTIVES

- Ensure that the turnkey Microtransit Service solution, provided by Operator as detailed in the Service Agreement, is fulfilled.
- Improve alternative transportation options within South Shore communities compared to personal vehicles or traditional single occupancy transportation networking companies (i.e. Uber, Lyft) through competitive or reduced travel times, convenience, cost effectiveness and improved overall trip experience.
- Reduce congestion and improve traffic flow by reducing vehicles on the road.
- Test the impact of a Mobility on Demand Rideshare Service to inform future expansion and vehicle electrification opportunities.
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements, including Tahoe South Event Center performance requirements

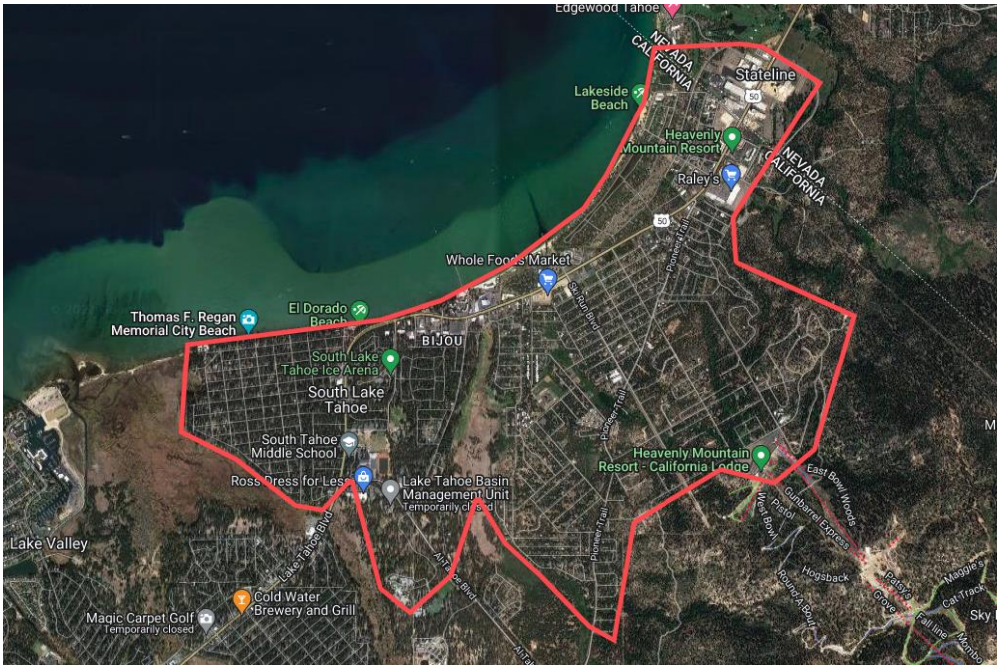


Figure 1: South Shore Service Map

1.3 DETAILED SCOPE OF WORK TASKS

1.3.1. PROJECT MANAGEMENT

Project management will be a key responsibility of the Operator and a continuous function.
The SS/TMA has designated a Program Manager (PM), overseen by the SS/TMA Board of directors Executive Committee (Committee) to coordinate all project activities with the Operator.
In the area of Project Management, the PM and Committee shall:

- Schedule and facilitate a kick-off meeting and meetings at key milestones, field reviews, advisory and/or stakeholder group meetings, and other project related meetings.
- Maintain and update the work plan as approved by the SS/TMA.
- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordinate all required deliverables including, service operations, vehicle acquisition, hiring of Operator, vehicle wrapping or decals/branding, installation and configuration of software and hardware, marketing and advertising, financial accounting, documentation and training, and performance monitoring and reporting.
- Be available and responsive to requests for information, inspections, or meetings

1.3.2. PERFORMANCE MONITORING AND REPORTING

The Operator will provide regular reporting as included in the Service Agreement.
The PM is responsible for:

A. Performance Reporting

- *Regular Performance Monitoring*. the PM is responsible for reviewing and disseminating regular monitoring reports to the funding partners ("Parties" to the funding agreement(s). Reporting and analysis tools will be built into the technology platform and open to the SS/TMA for regular use. All data collected as part of the Microtransit Service will be openly shared with the SS/TMA and is the property of the SS/TMA. The Operator will create custom reports as requested by the SS/TMA. Reports shall allow for daily, weekly, monthly assessment of the Microtransit Service so that changes can be made to improve service and ridership if deemed necessary by the SS/TMA.
- *SS/TMA Reports*. The PM is responsible for using data provided by the Operator to create understandable and visually appealing reports for the SS/TMA Board to convey key performance metrics to their constituents.
- *Performance Evaluation Reports*. The PM is responsible for coordinating with the Tahoe Douglas Visitor Authority (TDVA) and Tahoe South Event Center (TSEC) stakeholder group and quarterly and annual reporting requirements.

B. Accident/Incident Reporting:

- The PM will work with the Operator to implement and maintain formal procedures for response to accidents, incidents, service interruptions, and complaints.
- The PM will be responsible for summarizing incident reports for vehicle and non-vehicle incidents, accidents, and collisions during performance of this contract.

1.3.3. FINANCIAL ACCOUNTING AND COORDINATION

A professional accountant and tax preparer are ultimately responsible for financial accountability.
The PM is responsible for:

- Tracking and reporting on cash flow, through a monthly profit-and-loss report.
- Basic financial forecasting to identify any potential funding gaps.
- Specific reporting required by individual Funding Agreements with funding partners.
- Funding Partner Agreement coordination with the Committee.

1.3.4. MARKETING/ADVERTISING
A marketing firm will take primary responsibility for developing collateral and gaining media attention for the Microtransit Service.
The PM is responsible for:

- Coordinating between the marketing firm and the Committee.
- Advising on messages and tactics
- Supporting a ribbon cutting event around June 24th, 2022
- Drafting press releases

1.3.5. TECHNICAL SUPPORT
The Operator will provide ongoing technical support to both the public and the SS/TMA for the duration of the Microtransit Service. This Microtransit Service is expected to be provided by the Operator as a turnkey solution with minimal SS/TMA staff resources needed to implement the service. However, the Operator will provide training and manuals for the PM needed to monitor, assess, access data, and develop reports using the dashboard and other tools provided by the Operator.

1.3.6. CUSTOMER SERVICE
Customer service shall be available to riders anytime the Microtransit Service is in operation. The SS/TMA expects this service as part of the overall turnkey approach and will not have staff available to respond to customer service requests. The PM is responsible, in coordination with the Committee, for ensuring funding partners are satisfied with the service and reporting.

1.5 FEE SCHDULE AND PAYMENT TERMS
A. Payment amount

- *Wages.* The PM will receive $45 per hour, up to 20 hours per week on a 4-week rolling average, billed to the following Tasks with estimated average percentage of time per Task:

TASK	Estimated average % time
1.3.1. PROJECT MANAGEMENT	60%
1.3.2. PERFORMANCE MONITORING & REPORTING	15%
1.3.3. FINANCIAL ACCOUNTING & COORDINATION	10%
1.3.4. MARKETING/ADVERTISING	10%
1.3.5. TECHNICAL SUPPORT	5%

- *Travel*. The PM will be reimbursed for a maximum of four (4) trips, for a total cost not to exceed $10,000 to South Lake Tahoe. Reimbursable expenses are limited to:
    - Round-trip transportation by personal vehicle (federal mileage rate), air (not including business or first class), or public transportation (fare reimbursement); and rental car if needed.
    - Overnight accommodation unless acceptable accommodation is provided by SS/TMA, not to exceed $200 per night including fees.
    - Per diem to cover meals and incidental expenses.

SS/TMA has the authority to adjust the budget within the terms of this Agreement.

B. Invoice Requirements
The PM will submit invoices to the Committee on a monthly basis.

C. Payment Timing
The SS/TMA will make payment within thirty (30) days after the billing is received and approved.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of _____, 2022:

SOUTH SHORE TRANSPORTATION MANAGEMENT ASSOCIATION

NAME, TITLE _____

SIGNED_____

DATE_____

CONTRACTOR

NAME_____

SIGNED_____

DATE_____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 25

Agenda Item: Amendments to City Manager Employment Agreement

Executive Summary: The proposed resolution would amend the Employment Agreement with the City Manager to increase his base salary, effective at the start of the 2022-2023 Fiscal Year on October 1, 2022. Based on a salary survey of comparable agencies, the City Manager's salary was found to be approximately 17 percent below the labor market median, and the total compensation about 20 percent below the labor market median. The City Manager recently received a favorable performance evaluation from the City Council. The proposed amendments update Section 2.1 to increase the City Manager's base compensation from $178,500 to $196,350, and update Section 2.2 to include an annual cost of living increase, beginning on October 1, 2023. These changes are necessary to compensate the City Manager fairly and competitively.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Amended and Restated City Manager Employment Agreement increasing base compensation from $178,500 to $196,350 (effective October 1, 2022), and beginning in October 2023, adjusting annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2.
Responsible Staff Member: Tom Stuart, Assistant to the City Manager

Responsible Staff Member: Tom Stuart, (530) 542-6052 Assistant to the City Manager II

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

Attachments:

01-Staff_Report_-_Amendment_to_City_Manager_Employment_Agreement_.docx
02-Resolution_-_Amendments_to_the_City_Manager_Employment_Agreement (1).docx
03-(Redline) Amendments to City Manager Employment Agreement.pdf
04-Amended and Restated Employment Agreement with City Manager (Exh. A to Reso.).docx
05-CM Salary Table 2022.pdf

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

Meeting Date: May 3, 2022

Title: Amendments to City Manager Employment Agreement

Location: Citywide

Responsible Staff Member: Tom Stuart, Assistant to the City Manager II (530) 542-6052

Background: Pursuant to the employment agreement between the City of South Lake Tahoe and Joseph Irvin, City Manager, Mr. Irvin is to receive a performance evaluation twice annually. On April 5, 2022 Mr. Irvin met in closed session with the City Council of South Lake Tahoe for the purpose of his performance evaluation. To assist with this evaluation, outside input from two agency partners and two internal senior staff members was requested. The purpose of the outside agency and internal staff members input is help Council gain a perspective of how Mr. Irvin interacts with agency partners and staff. The results of outside and staff input and Council's evaluation were all extremely positive.

Issue and Discussion: In preparation for the performance evaluation staff was instructed to conduct a salary survey for the City Manager to determine the City Manager's compensation compared to other similar positions in other jurisdictions. Staff evaluated 11 comparative agencies, the comparator agencies are the same agencies that were used in 2018 citywide salary survey and have been used in individual salary surveys conducted since 2018. The agencies used were City of Auburn, City of Carson City, City of Folsom, City of Lincoln, City of Placerville, City of Reno, City of Rocklin, City of Sparks, El Dorado County, Town of Mammoth Lakes, and the Town of Truckee. The results of the survey found the South Lake Tahoe City Manager's base salary is 17.35 percent below the market median compensation level of similar positions, and total compensation (including benefits) is 20.43 percent below market median.

In order to compensate the City Manager fairly and competitively and in recognition of his continued outstanding performance, City Council is requested to approve the below amendments to the Employment Agreement with Mr. Irvin.

The changes to the Employment Agreement are outlined below:

(1) Section 2.1 (Compensation)
Increase base compensation from $178,500 to $196,350. This increase will be effective October 1, 2022.

(2) Section 2.2 (Compensation)
Beginning October 1, 2023 IRVIN's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code

section 3511.2. Additionally, IRVIN's BASE SALARY shall be reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

All other terms and conditions of the City Manager employment agreement remain unchanged.

With this increase the City Manager's base salary will be about 7 percent below the median for similar positions.

Financial Implications: No current fiscal implications as the increases will be included in the 2022-2023 fiscal budget.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

Amendments to the City Manager Employment Agreement

BACKGROUND

A. On April 5, 2022, in closed session, City Manager Joseph Irvin received a positive performance evaluation.

B. In recognition of his performance and to compensate Mr. Irvin competitively with the market, City Council is requested to approve amendments to the Employment Agreement with Mr. Irvin.

C. The proposed changes to the Employment Agreement are as follows:

(1) Section 2.1 (Compensation)
Increase base compensation from $178,500 to $196,350. The increase will be effective October 1, 2022.

(2) Section 2.2 (Compensation)
Beginning October 1, 2023 IRVIN's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, IRVIN's BASE SALARY shall be reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

All other terms and conditions of the City Manager employment agreement remain unchanged.

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

1. Authorizes and directs the Mayor to execute the City Manager Employment Agreement attached hereto as Exhibit A.

2. Authorizes any other action be taken to implement the above.

Adopted by the City of South Lake Tahoe City Council on May 3, 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.

AMENDED AND RESTATED
CITY MANAGER EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("AGREEMENT") is made and entered into this ~~2nd~~ 3rd day of ~~November~~May, ~~2021~~ 2022 by and between the City of South Lake Tahoe (the "CITY"), a California municipal agency, and Joseph D. Irvin ("IRVIN"), an individual. The CITY and IRVIN are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The CITY desires to employ the services of IRVIN as its City Manager to carry out the duties and responsibilities of City Manager, as provided for by the South Lake Tahoe City Code, in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

B. IRVIN desires to accept employment as City Manager in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

C. IRVIN represents that he is fully qualified and available to carry out the City Manager services necessary to complete the work in a timely and competent manner; and

D. The CITY has determined that it is beneficial to hire IRVIN by virtue of his relevant qualifications and experience.

E. The original Employment Agreement became effective on April 14, 2020, and IRVIN commenced the performance of his duties as City Manager on May 4, 2020.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. IRVIN accepts employment with the CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 of this AGREEMENT and Chapter 2.10 of the South Lake Tahoe City Code. IRVIN shall provide executive management services to and on behalf of the CITY, as directed by the City Council of the City of South Lake Tahoe ("City Council") and as set forth under law, including, but not limited to, the South Lake Tahoe City Code, as they presently exist or as they may be changed from time to time in the future.

1.2 Term. This AGREEMENT shall end upon the earlier of: (i) April 14, 2026; or (ii) upon termination of the AGREEMENT by either IRVIN or the CITY as provided in Section 4 of this AGREEMENT. Unless earlier terminated as provided in Section 4, IRVIN shall provide notification and reminder to the City Council of the anticipated termination of the AGREEMENT on April 14, 2026, on or before October 14, 2025.

1.3 At-Will. IRVIN acknowledges that he will be an at-will, exempt employee of the CITY, and that he shall serve at the pleasure of the City Council. Nothing in this AGREEMENT is intended to, or does, confer upon IRVIN any right to any property interest in continued employment, or any due process rights, including but not limited to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 or Section 4 of this AGREEMENT. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of the CITY to terminate the services of IRVIN, as provided in Section 1.2 and Section 4. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of IRVIN to resign at any time from this position with the CITY, subject only to the provisions set forth in Section 1.2 and Section 4.

1.4 Duties. IRVIN shall serve as City Manager and shall be for the term of this AGREEMENT vested with the powers, duties and responsibilities of the City Manager as set forth in relevant provisions of the South Lake Tahoe City Code, as amended from time to time, and ordinances and resolutions of the City Council, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the City Manager to function as the chief executive officer of the CITY. IRVIN shall be responsible for the efficient administration of all the affairs of the CITY which are under his control and perform his obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity and good workmanship to every aspect of his obligations. Without additional compensation, IRVIN shall provide such other services as are customary and appropriate to the position of City Manager. IRVIN shall devote his best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. IRVIN shall perform all duties that may arise under this AGREEMENT to the best of his ability in accordance with the highest professional and ethical standards of the profession, including, but not limited to, devoting full-time attention to those duties as necessary to meet the goals and objectives of the City Council as established according to the terms of this AGREEMENT. The Parties anticipate that IRVIN will work during regular business hours of the CITY and hours outside of regular business hours, including, but not limited to attendance at regular and special City Council meetings, and attendance at such community events and CITY functions as the City Council may direct.

Toward that end, IRVIN shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business. Provided the City Council is at any time dissatisfied with the City Manager's schedule, the City Council has the authority to establish a different work schedule which shall be binding on the City Manager.

The position of the City Manager is an exempt position pursuant to the Fair Labor Standards Act and any other relevant provisions of federal or State law.

1.6 Other Activities. During the period of his employment, IRVIN shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict of interest with the CITY, or that otherwise might interfere

with the business or operation of the CITY or the satisfactory performance of IRVIN's duties as the City Manager. During the period of his employment, IRVIN shall not accept any other employment or serve as a consultant or independent contractor for any other public or private organization or entity without the prior written consent of the City Council.

1.7 Reimbursement. The CITY shall reimburse IRVIN for reasonable and necessary travel and other business expenses incurred by IRVIN in the performance of his duties. All reimbursements, other than those specifically identified in the AGREEMENT, shall be subject to and in accordance with California law and applicable CITY reimbursement policies.

2. Compensation.

2.1 In consideration for IRVIN's performance of the City Manager duties and obligations as set forth in this AGREEMENT, the CITY agrees to pay IRVIN an annual base salary of $178,500 ("BASE SALARY"), payable in installments at the same time as other management employees of the CITY and in accordance with law and established CITY procedure. As of October 1, 2022, IRVIN's BASE SALARY will increase to $196,350.

2.2 Thereafter, beginning October 1, 2023, IRVIN's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, IRVIN's BASE SALARY shall be ~~eligible for being~~ reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

2.3 Deferred Compensation. Subjected to any requirements stated in applicable CITY's deferred compensation documents and CITY's resolutions, policies and procedures, CITY agrees to make a $19,000 annual contribution toward IRVIN's deferred compensation (401(a)) account established with the CITY.

3. Benefits.

3.1 General Benefits. Except as modified by this AGREEMENT, IRVIN shall be entitled to the benefits authorized by the City Council for unrepresented employees/appointees as set forth in the following sections of Resolution No. 2020-94 (Exhibit 1), Resolution No. 2017-64 (Exhibit 2) and subject to any amendments to or repeal of these resolutions.

- Resolution No. 2020-94, Section 1(b) (457 Matching Contribution): City Manager is eligible to receive up to $3,500 per year in the non-PERSable 457 matching contribution benefit to his 457 investment account on a dollar-for-dollar basis upon the execution of this AGREEMENT.

- Resolution No. 2020-94, Section 1(e)-(f) (Medical Plan): City Manager will be afforded the opportunity to participate in the CITY's Medical Plan Blue Shield High Deductible Plan, and if

IRVIN participates in this plan, CITY will pay 100 percent of the premium, as well as annual City contributions to IRVIN's Health Savings Account in the amount of $2,300 for IRVIN only or $4,200 for IRVIN and family. Alternatively, IRVIN may elect to buy-up to Blue Shield ~~PPO 750,~~ PPO 5~~0~~50 ~~, or PPO 250~~ at his own expense, or be eligible to opt-out of the City's medical plan with evidence of medical coverage provided elsewhere and receive on a pay period basis an "opt out" non-PERSable payment of $3000 per year for IRVIN only or $4000 per year for IRVIN and family. CITY will make available dental and vision coverage for IRVIN and family.

Commented [A1]: The other PPO plans listed no longer exist under the City's plan. Per HR, the only remaining plans are the HDHP and the PPO 500 (not 550).

- Resolution No. 2017-64, Section 10 (Paid Time-off): paid time off shall accrue at the executive management team rate.

- Resolution No. 2017-64, Section 11 (Other Benefits): Management Incentive/Education Pay; Tuition Reimbursement and Bi-Lingual Pay; Standard Holidays, Mileage and Business Reimbursements as provided to other administrative employees.

3.2 Administrative Leave. In accordance with the CITY policy on administrative leave for employees exempt from overtime pay, dated June 27, 1991, and as may be amended or repealed, IRVIN shall accrue 100 hours of administrative leave per year.

3.3 Vehicle Allowance. For travel within El Dorado County, IRVIN shall receive a vehicle allowance of $250 per month to maintain and operate his personal vehicle. For travel outside El Dorado County, IRVIN shall be reimbursed at the per-mile rate established by the City Council for all the other CITY administrative employees. At the sole discretion of the City Council, the monthly vehicle allowance for travel within El Dorado County shall be reviewed by City Council periodically, if necessary, for consideration of increase.

3.4 Dues and Subscriptions. The CITY agrees to pay for reasonably necessary professional dues and subscriptions for IRVIN's continuation and full participation in national, regional, state and local associations and organizations that enhance his professional development and benefit the CITY, as City Manager. These organizations shall include, but not limited to, the International City/County Management Association (ICMA) and any California City Manager Associations.

3.5 Professional Development Opportunities. The CITY agrees to pay for reasonably necessary travel and subsistence expenses for IRVIN's professional and official travel, meetings, and occasions, such as International City/County Management Association (ICMA) Conferences, any California City Manager Associations' Conferences and League of California Cities Conferences, to continue his professional development as City Manager and to adequately pursue reasonably necessary official functions for the CITY.

3.6 Bonding. The CITY shall bear the full cost of bonding of any fidelity or other bonds required of the City Manager under any applicable law, regulations and/or ordinance.

3.7 Retirement Benefits. The CITY shall enroll IRVIN in CalPERS after IRVIN starts his employment with the CITY, subjected to the terms and conditions required by CalPERS and applicable CITY policies.

3.8 Relocation Expense Reimbursement. The CITY shall reimburse IRVIN for any actual expenses associated with his family's relocation, including transportation expenses, from Healdsburg to South Lake Tahoe, not to exceed $2,500.00 in total.

3.9 Mentor Services. The CITY and IRVIN may mutually agree that the CITY will arrange for mentor services for IRVIN's benefit, which services shall be provided by a mutually agreeable member of the ICMA.

3.10 No Reduction in Benefits. The CITY agrees, at any time during the term of the AGREEMENT, not to reduce the BASE SALARY, compensation and any other benefit included under this AGREEMENT, except to the degree that such a reduction occurs across the board for all the unrepresented employees/appointees on the executive management team of the CITY.

4. Separation.

4.1 Resignation. IRVIN may resign at any time and agrees to give the CITY a minimum of sixty (60) days advance written notice of the effective date of the resignation unless the Parties otherwise agree in writing. The City Council shall have the option, in its discretion, to make IRVIN's termination effective at any time prior to the end of such period, provided the CITY pays IRVIN all compensation as set forth in Section 2.1 then due through the last day actually worked.

4.2 Retirement. Notwithstanding the notice requirement set forth in Section 4.1, if IRVIN retires from full time public service with the CITY, IRVIN shall provide the CITY with a minimum of four (4) months' advance notice. IRVIN's retirement date will be mutually established.

4.3 Termination. For purpose of this AGREEMENT, termination shall occur when:

1 **By Expiration of the Term.** The term of the AGREEMENT as set forth in Section 1 ends – *i.e.*, on April 14, 2026.

2 **By City**. This AGREEMENT may be terminated by the CITY for any reason if the majority of the City Council votes to terminate the AGREEMENT at a properly noticed and duly authorized meeting. This subsection is subject to the limitations set forth in the City of South Lake Tahoe Municipal Code Section 2.10.030.

4.4 Separation Obligations. IRVIN agrees that all property, including but not limited to all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to the CITY and shall be returned promptly to the CITY upon employment separation. IRVIN's obligations under this subsection shall survive his employment separation and the termination of this AGREEMENT.

5. Severance.

5.1 If the AGREEMENT is terminated by the CITY without cause, the CITY agrees to provide a severance equal to the lesser of the number of months remaining on the AGREEMENT, or six (6) times his then current monthly BASE SALARY.

5.2 The severance pay provisions of Section 5.1 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed over the usual pay schedule, as mutually agreed by the CITY and IRVIN. An election to receive severance pay distributed over the usual pay schedule does not extend the period of employment beyond the CITY-established termination date.

5.3 If IRVIN is unable to perform the requisite duties expected under this AGREEMENT because of sickness, accident, mental incapacity, or health with reasonable accommodation, for a period of one month following exhaustion of accumulated sick leave, then the CITY shall have the option to terminate this AGREEMENT and, notwithstanding the provisions of Section 5.1 above, IRVIN shall not be entitled to severance. If IRVIN is terminated because of permanent disability, IRVIN shall be compensated in a lump sum for any accrued vacation or other benefits to the extent such compensation is required by law.

5.4 Notwithstanding Section 5.1 above, the CITY shall not be obligated to pay any compensation, benefits, or severance under the provisions of this AGREEMENT if IRVIN is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for the CITY to confirm the cause for termination hereunder, the CITY may place IRVIN on paid administrative leave.

5.5 Pursuant to Government Code Section 53243.3, all of the following requirements apply:

1 If this AGREEMENT is terminated, any cash settlement related to the termination that IRVIN may receive from the CITY shall be fully reimbursed to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

2 If any express or implied provision of this AGREEMENT, the South Lake Tahoe City Code, or any policy or practice of the CITY provide paid leave salary to IRVIN pending an investigation, this paid leave salary shall be fully reimbursed by IRVIN to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

3 If any express or implied provision of this AGREEMENT, the South Lake Tahoe City Code, or any policy or practice of the CITY provide for payment of funds for the legal criminal defense of IRVIN, the funds paid for his legal

defense shall be fully reimbursed by IRVIN to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

6. Performance Evaluations.

The City Council shall review and evaluate the performance of IRVIN after the first 30 days of IRVIN's employment and then quarterly for the first year, and then twice annually thereafter. ~~On or near IRVIN's anniversary date, n~~No later than the end of ~~May~~ November of each year following IRVIN's commencement of employment, IRVIN's performance evaluation shall include eligibility for any discretionary, performance-based increase to his then BASE SALARY. The City Council and IRVIN shall annually develop mutually agreed upon performance goals and criteria which the City Council shall use in reviewing IRVIN's performance in the following year. IRVIN could be eligible for a performance bonus based on the City Council's determination that IRVIN had significantly exceeded the mutually established and quantifiable objectives. Payment of this bonus in any year is at the sole discretion of the City Council and must be in the best interests of the CITY at the time it is made.

7. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of the CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of the CITY in the course of his employment or otherwise produced or acquired by or on behalf of the CITY. All Proprietary Information not generally known outside of the CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by the CITY, IRVIN shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this AGREEMENT. Following termination, IRVIN shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of the CITY. IRVIN's obligations under this Section shall survive the termination of his employment and the expiration of this AGREEMENT.

8. Conflict Of Interest.

IRVIN represents and warrants to the CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his duties under this AGREEMENT.

9. General Provisions.

9.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this AGREEMENT as if set forth in the Operative Provisions.

9.2 Vehicle Operation. IRVIN shall operate any vehicle used in connection with the performance of his duties as City Manager in a safe manner and otherwise in observance of all established CITY vehicle operation rules and policies, traffic safety laws and other applicable State

laws and shall maintain a valid California automobile's driver's license during the period of employment.

9.3 Notices. All notices, requests, demands and other communications under this AGREEMENT shall be in writing and shall be effective upon delivery by hand or email three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the CITY at the address below, and/or at the last known address maintained in IRVIN's personnel file. IRVIN agrees to notify the CITY in writing of any change in his address during his employment with the CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attn: Mayor and City Council

City Manager's Address:
Joseph D. Irvin
[Deliver to last updated address in personnel file]

9.4 Indemnification. Subject to, in accordance with, and to the extent provided by the Government Claims Act [Government Code Section 810 *et seq*.], the CITY will indemnify, defend, and hold IRVIN harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during IRVIN's tenure as City Manager while IRVIN was performing his duties as City Manager.

9.5 Integration. This AGREEMENT is intended to be the final, complete, and exclusive statement of the terms of IRVIN's employment by the CITY. This AGREEMENT supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of IRVIN, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the CITY, now or in the future, apply to IRVIN and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control.

9.6 Amendments. This AGREEMENT may not be amended except in a written document signed by IRVIN, approved by the City Council and signed by the Mayor.

9.7 Waiver. Failure to exercise any right under this AGREEMENT shall not constitute a waiver of such right.

9.8 Assignment. IRVIN shall not assign any rights or obligations under this AGREEMENT. The CITY may, upon prior written notice to IRVIN, assign its rights and obligations hereunder.

9.9 Severability. If a court or arbitrator holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remainder of this AGREEMENT shall remain in full force and effect.

9.10 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in El Dorado County, California.

9.11 Interpretation. This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the Party receiving a benefit, nor against the Party responsible for any particular language in this AGREEMENT. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the Parties to this AGREEMENT and by no other means. Each Party waives their future right to claim, contest or assert that this AGREEMENT was modified, cancelled superseded or changed by any oral AGREEMENT, course of conduct, waiver or estoppel.

9.12 Acknowledgment. IRVIN acknowledges that he has had the opportunity to consult legal counsel in regard to this AGREEMENT, that he has read and understands this AGREEMENT, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this AGREEMENT.

IN WITNESS WHISEOF, the CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and IRVIN has signed and executed this AGREEMENT effective as of the date set forth above.~~on November 2, 2021.~~

CITY MANAGER **CITY OF SOUTH LAKE TAHOE**

_____ _____

Joseph D. Irvin ~~Tamara Wallace~~Devin Middlebrook,
Mayor

APPROVED AS TO FORM:

_____

Heather Stroud, City Attorney

ATTEST:

_____

Susan Blankenship, City Clerk

AMENDED AND RESTATED
CITY MANAGER EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("AGREEMENT") is made and entered into this 3rd day of May, 2022 by and between the City of South Lake Tahoe (the "CITY"), a California municipal agency, and Joseph D. Irvin ("IRVIN"), an individual. The CITY and IRVIN are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The CITY desires to employ the services of IRVIN as its City Manager to carry out the duties and responsibilities of City Manager, as provided for by the South Lake Tahoe City Code, in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

B. IRVIN desires to accept employment as City Manager in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

C. IRVIN represents that he is fully qualified and available to carry out the City Manager services necessary to complete the work in a timely and competent manner; and

D. The CITY has determined that it is beneficial to hire IRVIN by virtue of his relevant qualifications and experience.

E. The original Employment Agreement became effective on April 14, 2020, and IRVIN commenced the performance of his duties as City Manager on May 4, 2020.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. IRVIN accepts employment with the CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 of this AGREEMENT and Chapter 2.10 of the South Lake Tahoe City Code. IRVIN shall provide executive management services to and on behalf of the CITY, as directed by the City Council of the City of South Lake Tahoe ("City Council") and as set forth under law, including, but not limited to, the South Lake Tahoe City Code, as they presently exist or as they may be changed from time to time in the future.

1.2 Term. This AGREEMENT shall end upon the earlier of: (i) April 14, 2026; or (ii) upon termination of the AGREEMENT by either IRVIN or the CITY as provided in Section 4 of this AGREEMENT. Unless earlier terminated as provided in Section 4, IRVIN shall provide notification and reminder to the City Council of the anticipated termination of the AGREEMENT on April 14, 2026, on or before October 14, 2025.

1.3 At-Will. IRVIN acknowledges that he will be an at-will, exempt employee of the CITY, and that he shall serve at the pleasure of the City Council. Nothing in this AGREEMENT is intended to, or does, confer upon IRVIN any right to any property interest in continued employment, or any due process rights, including but not limited to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 or Section 4 of this AGREEMENT. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of the CITY to terminate the services of IRVIN, as provided in Section 1.2 and Section 4. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of IRVIN to resign at any time from this position with the CITY, subject only to the provisions set forth in Section 1.2 and Section 4.

1.4 Duties. IRVIN shall serve as City Manager and shall be for the term of this AGREEMENT vested with the powers, duties and responsibilities of the City Manager as set forth in relevant provisions of the South Lake Tahoe City Code, as amended from time to time, and ordinances and resolutions of the City Council, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the City Manager to function as the chief executive officer of the CITY. IRVIN shall be responsible for the efficient administration of all the affairs of the CITY which are under his control and perform his obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity and good workmanship to every aspect of his obligations. Without additional compensation, IRVIN shall provide such other services as are customary and appropriate to the position of City Manager. IRVIN shall devote his best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. IRVIN shall perform all duties that may arise under this AGREEMENT to the best of his ability in accordance with the highest professional and ethical standards of the profession, including, but not limited to, devoting full-time attention to those duties as necessary to meet the goals and objectives of the City Council as established according to the terms of this AGREEMENT. The Parties anticipate that IRVIN will work during regular business hours of the CITY and hours outside of regular business hours, including, but not limited to attendance at regular and special City Council meetings, and attendance at such community events and CITY functions as the City Council may direct.

Toward that end, IRVIN shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business. Provided the City Council is at any time dissatisfied with the City Manager's schedule, the City Council has the authority to establish a different work schedule which shall be binding on the City Manager.

The position of the City Manager is an exempt position pursuant to the Fair Labor Standards Act and any other relevant provisions of federal or State law.

1.6 Other Activities. During the period of his employment, IRVIN shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict of interest with the CITY, or that otherwise might interfere

with the business or operation of the CITY or the satisfactory performance of IRVIN's duties as the City Manager. During the period of his employment, IRVIN shall not accept any other employment or serve as a consultant or independent contractor for any other public or private organization or entity without the prior written consent of the City Council.

1.7 Reimbursement. The CITY shall reimburse IRVIN for reasonable and necessary travel and other business expenses incurred by IRVIN in the performance of his duties. All reimbursements, other than those specifically identified in the AGREEMENT, shall be subject to and in accordance with California law and applicable CITY reimbursement policies.

2. Compensation.

2.1 In consideration for IRVIN's performance of the City Manager duties and obligations as set forth in this AGREEMENT, the CITY agrees to pay IRVIN an annual base salary of $178,500 ("BASE SALARY"), payable in installments at the same time as other management employees of the CITY and in accordance with law and established CITY procedure. As of October 1, 2022, IRVIN's BASE SALARY will increase to $196,350.

2.2 Thereafter, beginning October 1, 2023, IRVIN's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, IRVIN's BASE SALARY shall be reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

2.3 Deferred Compensation. Subjected to any requirements stated in applicable CITY's deferred compensation documents and CITY's resolutions, policies and procedures, CITY agrees to make a $19,000 annual contribution toward IRVIN's deferred compensation (401(a)) account established with the CITY.

3. Benefits.

3.1 General Benefits. Except as modified by this AGREEMENT, IRVIN shall be entitled to the benefits authorized by the City Council for unrepresented employees/appointees as set forth in the following sections of Resolution No. 2020-94 (Exhibit 1), Resolution No. 2017-64 (Exhibit 2) and subject to any amendments to or repeal of these resolutions.

- Resolution No. 2020-94, Section 1(b) (457 Matching Contribution): City Manager is eligible to receive up to $3,500 per year in the non-PERSable 457 matching contribution benefit to his 457 investment account on a dollar-for-dollar basis upon the execution of this AGREEMENT.

- Resolution No. 2020-94, Section 1(e)-(f) (Medical Plan): City Manager will be afforded the opportunity to participate in the CITY's Medical Plan Blue Shield High Deductible Plan, and if

IRVIN participates in this plan, CITY will pay 100 percent of the premium, as well as annual City contributions to IRVIN's Health Savings Account in the amount of $2,300 for IRVIN only or $4,200 for IRVIN and family. Alternatively, IRVIN may elect to buy-up to Blue Shield PPO 500 at his own expense, or be eligible to opt-out of the City's medical plan with evidence of medical coverage provided elsewhere and receive on a pay period basis an "opt out" non-PERSable payment of $3000 per year for IRVIN only or $4000 per year for IRVIN and family. CITY will make available dental and vision coverage for IRVIN and family.

- Resolution No. 2017-64, Section 10 (Paid Time-off): paid time off shall accrue at the executive management team rate.

- Resolution No. 2017-64, Section 11 (Other Benefits): Management Incentive/Education Pay; Tuition Reimbursement and Bi-Lingual Pay; Standard Holidays, Mileage and Business Reimbursements as provided to other administrative employees.

3.2 Administrative Leave. In accordance with the CITY policy on administrative leave for employees exempt from overtime pay, dated June 27, 1991, and as may be amended or repealed, IRVIN shall accrue 100 hours of administrative leave per year.

3.3 Vehicle Allowance. For travel within El Dorado County, IRVIN shall receive a vehicle allowance of $250 per month to maintain and operate his personal vehicle. For travel outside El Dorado County, IRVIN shall be reimbursed at the per-mile rate established by the City Council for all the other CITY administrative employees. At the sole discretion of the City Council, the monthly vehicle allowance for travel within El Dorado County shall be reviewed by City Council periodically, if necessary, for consideration of increase.

3.4 Dues and Subscriptions. The CITY agrees to pay for reasonably necessary professional dues and subscriptions for IRVIN's continuation and full participation in national, regional, state and local associations and organizations that enhance his professional development and benefit the CITY, as City Manager. These organizations shall include, but not limited to, the International City/County Management Association (ICMA) and any California City Manager Associations.

3.5 Professional Development Opportunities. The CITY agrees to pay for reasonably necessary travel and subsistence expenses for IRVIN's professional and official travel, meetings, and occasions, such as International City/County Management Association (ICMA) Conferences, any California City Manager Associations' Conferences and League of California Cities Conferences, to continue his professional development as City Manager and to adequately pursue reasonably necessary official functions for the CITY.

3.6 Bonding. The CITY shall bear the full cost of bonding of any fidelity or other bonds required of the City Manager under any applicable law, regulations and/or ordinance.

3.7 Retirement Benefits. The CITY shall enroll IRVIN in CalPERS after IRVIN starts his employment with the CITY, subjected to the terms and conditions required by CalPERS and applicable CITY policies.

3.8 Relocation Expense Reimbursement. The CITY shall reimburse IRVIN for any actual expenses associated with his family's relocation, including transportation expenses, from Healdsburg to South Lake Tahoe, not to exceed $2,500.00 in total.

3.9 Mentor Services. The CITY and IRVIN may mutually agree that the CITY will arrange for mentor services for IRVIN's benefit, which services shall be provided by a mutually agreeable member of the ICMA.

3.10 No Reduction in Benefits. The CITY agrees, at any time during the term of the AGREEMENT, not to reduce the BASE SALARY, compensation and any other benefit included under this AGREEMENT, except to the degree that such a reduction occurs across the board for all the unrepresented employees/appointees on the executive management team of the CITY.

4. <u>Separation</u>.

4.1 Resignation. IRVIN may resign at any time and agrees to give the CITY a minimum of sixty (60) days advance written notice of the effective date of the resignation unless the Parties otherwise agree in writing. The City Council shall have the option, in its discretion, to make IRVIN's termination effective at any time prior to the end of such period, provided the CITY pays IRVIN all compensation as set forth in Section 2.1 then due through the last day actually worked.

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Joseph D. Irvin
[Deliver to last updated address in personnel file]

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9.10 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in El Dorado County, California.

9.11 Interpretation. This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the Party receiving a benefit, nor against the Party responsible for any particular language in this AGREEMENT. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the Parties to this AGREEMENT and by no other means. Each Party waives their future right to claim, contest or assert that this AGREEMENT was modified, cancelled superseded or changed by any oral AGREEMENT, course of conduct, waiver or estoppel.

9.12 Acknowledgment. IRVIN acknowledges that he has had the opportunity to consult legal counsel in regard to this AGREEMENT, that he has read and understands this AGREEMENT, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this AGREEMENT.

IN WITNESS WHISEOF, the CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and IRVIN has signed and executed this AGREEMENT effective as of the date set forth above.

CITY MANAGER **CITY OF SOUTH LAKE TAHOE**

_____ _____

Joseph D. Irvin Devin Middlebrook, Mayor

APPROVED AS TO FORM:

_____

Heather Stroud, City Attorney

ATTEST:

_____

Susan Blankenship, City Clerk

City of South Lake Tahoe
Salary Table By Bargaining Unit

Bargaining Unit 1200

CITY MANAGER

Index Key Value		Hourly	Monthly
1280			
	1200/1258/01	94.4000	16,362

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 26

Agenda Item: Amendments to City Attorney Employment Agreement

Executive Summary: The proposed resolution would amend the Employment Agreement with the City Attorney to increase her base salary, effective at the start of the 2022-2023 Fiscal Year on October 1, 2022. Based on a salary survey of comparable agencies, the City Attorney's salary was found to be approximately 23 percent below the labor market median, and the total compensation about 17 percent below the labor market median. The City Attorney recently received a favorable performance evaluation from the City Council. The proposed amendments update Section 2.1 to increase base compensation from $176,256 to
$193,881, and update Section 2.2 to include an annual cost of living increase, beginning on October 1, 2023. These changes are necessary to compensate the City Attorney fairly and competitively.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Amended and Restated City Attorney Employment Agreement increasing base compensation from $176,256 to $193,881 (effective October 1, 2022), and beginning October 2023, adjusting annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2.
Responsible Staff Member: Tom Stuart, Assistant to the City Manager II

Responsible Staff Member: Tom Stuart, Assistant to the City Manager II (530) 542-6052

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

Attachments:

01-Staff_Report_-_Amendment_to_City_Attorney_Employment_Agreement_.docx
02-Resolution_-_Amendments_to_the_City_Attorney_Employment_Agreement.docx
03-(Redline) Amendments to City Attorney Employment Agreement.pdf
04-Amended and Restated Employment Agreement with City Attorney (Exh. A to Reso.).docx
CA Salary Table 2022.pdf

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

Meeting Date: May 3, 2022

Title: Amendments to City Attorney Employment Agreement

Location: Citywide

Responsible Staff Member: Tom Stuart, Assistant to the City Manager II (530) 542-6052

Background: Pursuant to the employment agreement between the City of South Lake Tahoe and Heather Stroud, City Attorney, Ms. Stroud is to receive a performance evaluation twice annually. On April 5, 2022 Ms. Stroud met in closed session with the City Council of South Lake Tahoe for the purpose of her performance evaluation. To assist with this evaluation, outside input from two agency partners and two internal senior staff members was requested. The purpose of the outside agency and internal staff members input is help Council gain a perspective of how Ms. Stroud interacts with agency partners and staff. The results of outside and staff input and Council's evaluation were all extremely positive.

Issue and Discussion: In preparation for the performance evaluation staff was instructed to conduct a salary survey for the City Attorney to determine the City Attorney's compensation compared to other similar positions in other jurisdictions. Staff evaluated 8 comparative agencies, the comparator agencies are the same agencies that were used in 2018 salary survey. Because only four of the 2018 comparator agencies have an in-house City Attorney, staff surveyed additional agencies that were of similar size or in the Tahoe Basin. The agencies used for the City Attorney survey were City of Folsom, City of Monterey, City of Santa Maria, City of Rocklin, El Dorado County, Town of Truckee, Tahoe Regional Planning Agency, and the California Tahoe Conservancy. The results of the survey found the South Lake Tahoe City Attorney's base salary is 22.71 percent below the market median compensation level of similar positions, and total compensation (including benefits) is 16.82 percent below market median.

In order to compensate the City Attorney fairly and competitively and in recognition of her continued outstanding performance, City Council is requested to approve the below amendments to the Employment Agreement with Ms. Stroud.

The changes to the Employment Agreement are outlined below:

(1) Section 2.1 (Compensation)
Increase base compensation from $176,256 to $193,881. This increase will be effective October 1, 2022.

(2) Section 2.2 (Compensation)
Beginning October 1, 2023 STROUD's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index

or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, STROUD's BASE SALARY shall be reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

All other terms and conditions of the City Attorney employment agreement remain unchanged.

With this increase the City Attorney's base salary will be about 12 percent below the median for similar positions.

Financial Implications: No current fiscal implications as the increases will be included in the 2022-2023 fiscal budget.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

Amendments to the City Attorney Employment Agreement

BACKGROUND

A. On April 5, 2022, in closed session, City Attorney Heather Stroud received a positive performance evaluation.

B. In recognition of her performance and to compensate Ms. Stroud competitively with the market, City Council is requested to approve amendments to the Employment Agreement with Ms. Stroud.

C. The proposed changes to the Employment Agreement are as follows:

(1) Section 2.1 (Compensation)
Increase base compensation from $176,256 to $193,881. The increase will be effective October 1, 2022.

(2) Section 2.2 (Compensation)
Beginning October 1, 2023 STROUD's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, STROUD's BASE SALARY shall be reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

All other terms and conditions of the City Attorney employment agreement remain unchanged.

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

1. Authorizes and directs the Mayor to execute the City Attorney Employment Agreement attached hereto as Exhibit A.

2. Authorizes any other action be taken to implement the above.

Adopted by the City of South Lake Tahoe City Council on May 3, 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.

AMENDED AND RESTATED
CITY ATTORNEY EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("AGREEMENT") is made and entered into this ~~2nd~~ 3rd day of ~~November~~May, ~~2021~~2022, by and between the City of South Lake Tahoe ("CITY"), a California municipal agency, and Heather Stroud ("STROUD"), an individual.

CITY and STROUD are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. CITY desires to employ the services of STROUD as its City Attorney to carry out the duties and responsibilities of City Attorney, as provided for by the City of South Lake Tahoe Municipal Code, in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

B. STROUD desires to accept employment as City Attorney in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

C. STROUD represents that she is fully qualified and available to carry out the City Attorney services necessary to complete the work in a timely and competent manner and that she holds all necessary licenses and certifications necessary to perform the City Attorney services set forth herein; and

D. CITY has determined that it is beneficial to hire STROUD by virtue of her relevant qualifications and experience.

E. The original Employment Agreement became effective on September 18, 2018, and STROUD commenced the performance of her duties as City Attorney on October 2, 2018.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. STROUD accepts employment with CITY as its City Attorney and shall perform all functions, duties and services set forth in Section 1.4 of this AGREEMENT and Chapter 2.20 of the City of South Lake Tahoe Municipal Code. STROUD shall provide legal services to and on behalf of the City, as directed by the City Council of the City of South Lake Tahoe ("City Council") and as set forth under law, including, but not limited to, the City of South Lake Tahoe Municipal Code, as they presently exist or as they may be changed from time to time in the future.

1.2 Term. This AGREEMENT shall end upon the earlier of: (i) October 2, 2023; or (ii) upon termination of the AGREEMENT by either STROUD or CITY as provided in Section 4 of this AGREEMENT. Unless earlier terminated as provided in Section 4, STROUD shall provide notification and reminder to the City Manager and City Council of the anticipated termination of the AGREEMENT on October 2, 2023, on or before April 2, 2023.

1.3 At-Will. STROUD acknowledges that she will be an at-will, exempt employee of CITY, and that she shall serve at the pleasure of the City Council. Nothing in this AGREEMENT is intended to, or does, confer upon STROUD any right to any property interest in continued employment, or any due process rights, including but not limited to a hearing before or after a decision by the City Council to terminate her employment, except as is expressly provided in Section 1.2 or Section 4 of this AGREEMENT. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of STROUD, as provided in Section 1.2 and Section 4. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of STROUD to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 and Section 4.

1.4 Duties. STROUD shall serve as the City Attorney and shall be for the term of this AGREEMENT vested with the powers, duties and responsibilities of the City Attorney as set forth in relevant provisions of the City of South Lake Tahoe Municipal Code, as amended from time to time, and ordinances and resolutions of the City Council, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the City Attorney to function as the chief legal officer of the CITY. STROUD shall perform her obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity and good workmanship to every aspect of her obligations. Without additional compensation, STROUD shall provide such other services as are customary and appropriate to the position of City Attorney. STROUD shall devote her best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. STROUD shall devote the time necessary to adequately perform her duties as the City Attorney. The parties anticipate that STROUD will work approximately forty (40) hours per week allocated between regular business hours and hours outside of regular business hours including, but not limited to attendance at regular and special City Council meetings, and attendance at such community events and CITY functions as the City Council may direct. Toward that end, STROUD shall be allowed reasonable flexibility in setting her own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of her duties and of CITY business. The position of the City Attorney is an exempt position pursuant to the Fair Labor Standards Act and any other relevant provisions of federal or State law.

1.6 Other Activities. During the period of her employment, STROUD shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of STROUD's duties as the City Attorney. During the period of her employment, STROUD shall not accept any other employment

or serve as a consultant or independent contractor for any other public or private organization or entity without the prior written consent of the City Council.

1.7 Reimbursement. CITY shall reimburse STROUD for reasonable and necessary travel and other business expenses incurred by STROUD in the performance of her duties. All reimbursements shall be subject to and in accordance with California law and applicable CITY reimbursement policies.

2. Compensation.

2.1 In consideration for STROUD's performance of the City Attorney duties and obligations as set forth in this AGREEMENT, CITY agrees to pay STROUD an annual base salary of $176,256.00 ("BASE SALARY"), payable in installments at the same time as other management employees of the City and in accordance with law and established City procedure. As of October 1, 2022, STROUD's BASE SALARY will increase to $193,881.00.

2.2 Thereafter, beginning October 1, 2023, STROUD's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, STROUD'S BASE SALARY shall be reviewed annually by CITY for consideration of a discretionary, performance-based increase. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

3. Benefits.

3.1 General Benefits. Except as modified by this AGREEMENT, STROUD shall be entitled to the benefits authorized by the City Council for unrepresented employees/appointees as set forth in the following sections of Resolution 2020-94 (Exhibit 1), Resolution No. 2017-64 (Exhibit 2), and subject to any amendments to or repeal of these resolutions.

- Resolution No. 2020-94, Section 1(b) (457 Matching Contribution): City Attorney is eligible to receive up to $3,500 per year in the non-PERSable 457 matching contribution benefit to her 457 investment account on a dollar-for-dollar basis upon the execution of this AGREEMENT.

- Resolution No. 2020-94, Section 1(e)-(f) (Medical Plan): City Attorney will be afforded the opportunity to participate in the CITY's Medical Plan Blue Shield High Deductible Plan, and if STROUD participates in this plan, CITY will pay 100 percent of the premium, as well as annual City contributions to STROUD's Health Savings Account in the amount of $2,300 for STROUD only or $4,200 for STROUD and family. Alternatively, STROUD may elect to buy-up to Blue Shield ~~PPO 750,~~ PPO 5050 ~~, or PPO 250~~ at her own expense, or be eligible to opt-out of the City's medical plan with evidence of medical coverage provided elsewhere and receive

Commented [A1]: The other PPO plans listed no longer exist under the City's plan. Per HR, the only remaining plans are the HDHP and the PPO 500 (not 550).

on a pay period basis an "opt out" non-PERSable payment of $3000 per year for STROUD only or $4000 per year for STROUD and family. CITY will make available dental and vision coverage for STROUD and family.

- Resolution No. 2017-64, Section ~~8~~ 9 (Health Reimbursement Account ("HRA")): For calendar year 2018 (from January to December 2018), the City shall deposit into a tax-exempt HRA, prorated on a per pay period basis, for each unrepresented employee, up to $23,000, depending on the date of hire, and the funds are held in a trust managed by the CITY's Third Party Administer.

- Resolution No. 2017-64, Section 10 (Paid Time-off): paid time off shall accrue at the executive management team rate.

- Resolution No. 2017-64, Section 11 (Other Benefits): Management Incentive/Education Pay; Tuition Reimbursement and Bi-Lingual Pay; Standard Holidays, Mileage and Business Reimbursements as provided to other administrative employees.

3.2 Vehicle Allowance. STROUD shall receive a vehicle allowance of $250.00 per month.

3.3 Deferred Compensation. Subjected to any requirements stated in applicable CITY's deferred compensation documents and CITY's resolutions, policies and procedures, CITY agrees to make a $10,000 annual contribution toward STROUD's deferred compensation account established with the CITY.

4. Separation.

4.1 Resignation. STROUD may resign at any time and agrees to give City a minimum of sixty (60) days advance written notice of the effective date of the resignation unless the Parties otherwise agree in writing. City Council shall have the option, in its discretion, to make STROUD's termination effective at any time prior to the end of such period, provided CITY pays STROUD all compensation as set forth in Section 2.1 then due through the last day actually worked.

4.2 Retirement. Notwithstanding the notice requirement set forth in Section 4.1, if STROUD retires from full time public service with CITY, STROUD shall provide CITY with a minimum of four (4) months' advance notice. STROUD's retirement date will be mutually established.

4.3 Termination. For purpose of this AGREEMENT, termination shall occur when:

1 **By Expiration of the Term.** The term of the AGREEMENT as set forth in Section 1 ends – *i.e.*, on October 2, 2023.

2 **By CITY**. This AGREEMENT may be terminated by CITY for any reason if the majority of the City Council votes to terminate the AGREEMENT at

a properly noticed and duly authorized meeting. This subsection is subject to the limitations set forth in the City of South Lake Tahoe Municipal Code Section 2.20.030.

4.4 Separation Obligations. STROUD agrees that all property, including but not limited to all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment belongs to CITY and shall be returned promptly to CITY upon employment separation. STROUD's obligations under this subsection shall survive her employment separation and the termination of this AGREEMENT.

5. Severance.

5.1 If the AGREEMENT is terminated without cause, City agrees to provide a severance equal to six (6) times her then current monthly BASE SALARY.

5.2 The severance pay provisions of Section 5.1 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed over the usual pay schedule, at STROUD's option. An election to receive severance pay distributed over the usual pay schedule does not extend the period of employment beyond the CITY -established termination date.

5.3 If STROUD is unable to perform the requisite duties expected under this AGREEMENT because of sickness, accident, mental incapacity, or health with reasonable accommodation, for a period of one month following exhaustion of accumulated sick leave, then CITY shall have the option to terminate this AGREEMENT and, notwithstanding the provisions of Section 5.1 above, STROUD shall not be entitled to severance. If STROUD is terminated because of permanent disability, STROUD shall be compensated in a lump sum for any accrued vacation or other benefits to the extent such compensation is required by law.

5.4 Notwithstanding Section 5.1 above, CITY shall not be obligated to pay any compensation, benefits, or severance under the provisions of this AGREEMENT if STROUD is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for CITY to confirm the cause for termination hereunder, CITY may place STROUD on paid administrative leave.

5.5 If the AGREEMENT is terminated as a result of the expiration and/or non-renewal of the term of this AGREEMENT, STROUD shall not be entitled to severance pay under Section 5.1 of this AGREEMENT but shall receive any termination benefits and payments required by law.

5.6 Pursuant to Government Code Section 53243.3, all of the following requirements apply:

1 If this AGREEMENT is terminated, any cash settlement related to the termination that STROUD may receive from CITY shall be fully reimbursed to CITY if STROUD is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

2 If any express or implied provision of this AGREEMENT, the Municipal Code of CITY, or any policy or practice of CITY provide paid leave salary to STROUD pending an investigation, this paid leave salary shall be fully reimbursed by STROUD to CITY if STROUD is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

3 If any express or implied provision of this AGREEMENT, the City of South Lake Tahoe Municipal Code, or any policy or practice of CITY provide for payment of funds for the legal criminal defense of STROUD, the funds paid for her legal defense shall be fully reimbursed by STROUD to CITY if STROUD is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

6. Performance Evaluations.

The CITY Council shall review and evaluate the performance of STROUD at least twice annually no later than May and November of each year. On or near STROUD's anniversary date, no later than the end of November each year following STROUD's commencement of employment, STROUD's performance evaluation shall include eligibility for any discretionary, performance-based increase to her then BASE SALARY. The City Council and STROUD shall annually develop mutually agreed upon performance goals and criteria which the City Council shall use in reviewing STROUD's performance in the following year. STROUD could be eligible for a performance bonus based on the CITY Council's determination that STROUD had significantly exceeded the mutually established and quantifiable objectives. Payment of this bonus in any year is at the sole discretion of the CITY Council and must be in the best interests of the CITY at the time it is made.

7. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of her employment or otherwise produced or acquired by or on behalf of CITY. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During her employment by CITY, STROUD shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this AGREEMENT. Following termination, STROUD shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. STROUD's obligations under this Section shall survive the termination of her employment and the expiration of this AGREEMENT.

8. Conflict Of Interest.

STROUD represents and warrants to CITY that she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her duties under this AGREEMENT.

9. General Provisions.

9.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this AGREEMENT as if set forth in the Operative Provisions.

9.2 Vehicle Operation. STROUD shall operate any vehicle used in connection with the performance of her duties as City Attorney in a safe manner and otherwise in observance of all established City vehicle operation rules and policies, traffic safety laws and other applicable State laws and shall maintain a valid California automobile's driver's license during the period of employment.

9.3 Notices. All notices, requests, demands and other communications under this AGREEMENT shall be in writing and shall be effective upon delivery by hand or email three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or at the last known address maintained in STROUD's personnel file. STROUD agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attn: Mayor and City Council

City Attorney's Address:
HEATHER STROUD
[Deliver to last updated address in personnel file]

9.4 Indemnification. Subject to, in accordance with, and to the extent provided by the Government Claims Act [Government Code Section 810 *et seq*.], CITY will indemnify, defend, and hold STROUD harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during STROUD's tenure as City Attorney while STROUD was performing her duties as City Attorney.

9.5 Integration. This AGREEMENT is intended to be the final, complete, and exclusive statement of the terms of STROUD's employment by CITY. This AGREEMENT supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of STROUD, and it may not

be contradicted by evidence of any prior or contemporaneous statements or agreements To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to STROUD and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control.

9.6 Amendments. This AGREEMENT may not be amended except in a written document signed by STROUD, approved by the City Council and signed by CITY Mayor.

9.7 Waiver. Failure to exercise any right under this AGREEMENT shall not constitute a waiver of such right.

9.8 Assignment. STROUD shall not assign any rights or obligations under this AGREEMENT. CITY may, upon prior written notice to STROUD, assign its rights and obligations hereunder.

9.9 Severability. If a court or arbitrator holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remainder of this AGREEMENT shall remain in full force and effect.

9.10 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in El Dorado County, California.

9.11 Interpretation. This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the party receiving a benefit nor against the Party responsible for any particular language in this AGREEMENT. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the Parties to this AGREEMENT and by no other means. Each Party waives their future right to claim, contest or assert that this AGREEMENT was modified, cancelled superseded or changed by any oral AGREEMENT, course of conduct, waiver or estoppel.

9.12 Acknowledgment. STROUD acknowledges that she has had the opportunity to consult legal counsel in regard to this AGREEMENT, that she has read and understands this AGREEMENT, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this AGREEMENT.

IN WITNESS WHEREOF, CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and STROUD has signed and executed this AGREEMENT effective as of the date set forth above.

CITY ATTORNEY

_____
Heather L. Stroud
Mayor

CITY OF South Lake Tahoe

_____
~~Tamara Wallace~~Devin Middlebrook,

APPROVED AS TO FORM:

_____
Daniel J. Bardzell
Assistant City Attorney

AMENDED AND RESTATED
CITY ATTORNEY EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("AGREEMENT") is made and entered into this 3rd day of May, 2022, by and between the City of South Lake Tahoe ("CITY"), a California municipal agency, and Heather Stroud ("STROUD"), an individual.

CITY and STROUD are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. CITY desires to employ the services of STROUD as its City Attorney to carry out the duties and responsibilities of City Attorney, as provided for by the City of South Lake Tahoe Municipal Code, in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

B. STROUD desires to accept employment as City Attorney in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

C. STROUD represents that she is fully qualified and available to carry out the City Attorney services necessary to complete the work in a timely and competent manner and that she holds all necessary licenses and certifications necessary to perform the City Attorney services set forth herein; and

D. CITY has determined that it is beneficial to hire STROUD by virtue of her relevant qualifications and experience.

E. The original Employment Agreement became effective on September 18, 2018, and STROUD commenced the performance of her duties as City Attorney on October 2, 2018.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. STROUD accepts employment with CITY as its City Attorney and shall perform all functions, duties and services set forth in Section 1.4 of this AGREEMENT and Chapter 2.20 of the City of South Lake Tahoe Municipal Code. STROUD shall provide legal services to and on behalf of the City, as directed by the City Council of the City of South Lake Tahoe ("City Council") and as set forth under law, including, but not limited to, the City of South Lake Tahoe Municipal Code, as they presently exist or as they may be changed from time to time in the future.

1.2 Term. This AGREEMENT shall end upon the earlier of: (i) October 2, 2023; or (ii) upon termination of the AGREEMENT by either STROUD or CITY as provided in Section 4 of this AGREEMENT. Unless earlier terminated as provided in Section 4, STROUD shall provide notification and reminder to the City Manager and City Council of the anticipated termination of the AGREEMENT on October 2, 2023, on or before April 2, 2023.

1.3 At-Will. STROUD acknowledges that she will be an at-will, exempt employee of CITY, and that she shall serve at the pleasure of the City Council. Nothing in this AGREEMENT is intended to, or does, confer upon STROUD any right to any property interest in continued employment, or any due process rights, including but not limited to a hearing before or after a decision by the City Council to terminate her employment, except as is expressly provided in Section 1.2 or Section 4 of this AGREEMENT. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of STROUD, as provided in Section 1.2 and Section 4. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of STROUD to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 and Section 4.

1.4 Duties. STROUD shall serve as the City Attorney and shall be for the term of this AGREEMENT vested with the powers, duties and responsibilities of the City Attorney as set forth in relevant provisions of the City of South Lake Tahoe Municipal Code, as amended from time to time, and ordinances and resolutions of the City Council, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the City Attorney to function as the chief legal officer of the CITY. STROUD shall perform her obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity and good workmanship to every aspect of her obligations. Without additional compensation, STROUD shall provide such other services as are customary and appropriate to the position of City Attorney. STROUD shall devote her best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. STROUD shall devote the time necessary to adequately perform her duties as the City Attorney. The parties anticipate that STROUD will work approximately forty (40) hours per week allocated between regular business hours and hours outside of regular business hours including, but not limited to attendance at regular and special City Council meetings, and attendance at such community events and CITY functions as the City Council may direct. Toward that end, STROUD shall be allowed reasonable flexibility in setting her own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of her duties and of CITY business. The position of the City Attorney is an exempt position pursuant to the Fair Labor Standards Act and any other relevant provisions of federal or State law.

1.6 Other Activities. During the period of her employment, STROUD shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of STROUD's duties as the City Attorney. During the period of her employment, STROUD shall not accept any other employment

or serve as a consultant or independent contractor for any other public or private organization or entity without the prior written consent of the City Council.

1.7 Reimbursement. CITY shall reimburse STROUD for reasonable and necessary travel and other business expenses incurred by STROUD in the performance of her duties. All reimbursements shall be subject to and in accordance with California law and applicable CITY reimbursement policies.

2. Compensation.

2.1 In consideration for STROUD's performance of the City Attorney duties and obligations as set forth in this AGREEMENT, CITY agrees to pay STROUD an annual base salary of $176,256.00 ("BASE SALARY"), payable in installments at the same time as other management employees of the City and in accordance with law and established City procedure. As of October 1, 2022, STROUD's BASE SALARY will increase to $193,881.00.

2.2 Thereafter, beginning October 1, 2023, STROUD's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items index or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, STROUD'S BASE SALARY shall be reviewed annually by CITY for consideration of a discretionary, performance-based increase. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

3. Benefits.

3.1 General Benefits. Except as modified by this AGREEMENT, STROUD shall be entitled to the benefits authorized by the City Council for unrepresented employees/appointees as set forth in the following sections of Resolution 2020-94 (Exhibit 1), Resolution No. 2017-64 (Exhibit 2), and subject to any amendments to or repeal of these resolutions.

- Resolution No. 2020-94, Section 1(b) (457 Matching Contribution): City Attorney is eligible to receive up to $3,500 per year in the non-PERSable 457 matching contribution benefit to her 457 investment account on a dollar-for-dollar basis upon the execution of this AGREEMENT.

- Resolution No. 2020-94, Section 1(e)-(f) (Medical Plan): City Attorney will be afforded the opportunity to participate in the CITY's Medical Plan Blue Shield High Deductible Plan, and if STROUD participates in this plan, CITY will pay 100 percent of the premium, as well as annual City contributions to STROUD's Health Savings Account in the amount of $2,300 for STROUD only or $4,200 for STROUD and family. Alternatively, STROUD may elect to buy-up to Blue Shield PPO 500 at her own expense, or be eligible to opt-out of the City's medical plan with evidence of medical coverage provided elsewhere and receive on a pay period basis an

"opt out" non-PERSable payment of $3000 per year for STROUD only or $4000 per year for STROUD and family. CITY will make available dental and vision coverage for STROUD and family.

- Resolution No. 2017-64, Section 9 (Health Reimbursement Account ("HRA")): For calendar year 2018 (from January to December 2018), the City shall deposit into a tax-exempt HRA, prorated on a per pay period basis, for each unrepresented employee, up to $23,000, depending on the date of hire, and the funds are held in a trust managed by the CITY's Third Party Administer.

- Resolution No. 2017-64, Section 10 (Paid Time-off): paid time off shall accrue at the executive management team rate.

- Resolution No. 2017-64, Section 11 (Other Benefits): Management Incentive/Education Pay; Tuition Reimbursement and Bi-Lingual Pay; Standard Holidays, Mileage and Business Reimbursements as provided to other administrative employees.

3.2 Vehicle Allowance. STROUD shall receive a vehicle allowance of $250.00 per month.

3.3 Deferred Compensation. Subjected to any requirements stated in applicable CITY's deferred compensation documents and CITY's resolutions, policies and procedures, CITY agrees to make a $10,000 annual contribution toward STROUD's deferred compensation account established with the CITY.

4. <u>Separation</u>.

4.1 Resignation. STROUD may resign at any time and agrees to give City a minimum of sixty (60) days advance written notice of the effective date of the resignation unless the Parties otherwise agree in writing. City Council shall have the option, in its discretion, to make STROUD's termination effective at any time prior to the end of such period, provided CITY pays STROUD all compensation as set forth in Section 2.1 then due through the last day actually worked.

4.2 Retirement. Notwithstanding the notice requirement set forth in Section 4.1, if STROUD retires from full time public service with CITY, STROUD shall provide CITY with a minimum of four (4) months' advance notice. STROUD's retirement date will be mutually established.

4.3 Termination. For purpose of this AGREEMENT, termination shall occur when:

1 **By Expiration of the Term.** The term of the AGREEMENT as set forth in Section 1 ends – *i.e.*, on October 2, 2023.

2 **By CITY**. This AGREEMENT may be terminated by CITY for any reason if the majority of the City Council votes to terminate the AGREEMENT at a properly noticed and duly authorized meeting. This subsection is subject

to the limitations set forth in the City of South Lake Tahoe Municipal Code Section 2.20.030.

4.4 Separation Obligations. STROUD agrees that all property, including but not limited to all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment belongs to CITY and shall be returned promptly to CITY upon employment separation. STROUD's obligations under this subsection shall survive her employment separation and the termination of this AGREEMENT.

5. Severance.

5.1 If the AGREEMENT is terminated without cause, City agrees to provide a severance equal to six (6) times her then current monthly BASE SALARY.

5.2 The severance pay provisions of Section 5.1 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed over the usual pay schedule, at STROUD's option. An election to receive severance pay distributed over the usual pay schedule does not extend the period of employment beyond the CITY -established termination date.

5.3 If STROUD is unable to perform the requisite duties expected under this AGREEMENT because of sickness, accident, mental incapacity, or health with reasonable accommodation, for a period of one month following exhaustion of accumulated sick leave, then CITY shall have the option to terminate this AGREEMENT and, notwithstanding the provisions of Section 5.1 above, STROUD shall not be entitled to severance. If STROUD is terminated because of permanent disability, STROUD shall be compensated in a lump sum for any accrued vacation or other benefits to the extent such compensation is required by law.

5.4 Notwithstanding Section 5.1 above, CITY shall not be obligated to pay any compensation, benefits, or severance under the provisions of this AGREEMENT if STROUD is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for CITY to confirm the cause for termination hereunder, CITY may place STROUD on paid administrative leave.

5.5 If the AGREEMENT is terminated as a result of the expiration and/or non-renewal of the term of this AGREEMENT, STROUD shall not be entitled to severance pay under Section 5.1 of this AGREEMENT but shall receive any termination benefits and payments required by law.

5.6 Pursuant to Government Code Section 53243.3, all of the following requirements apply:

1 If this AGREEMENT is terminated, any cash settlement related to the termination that STROUD may receive from CITY shall be fully

reimbursed to CITY if STROUD is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

2 If any express or implied provision of this AGREEMENT, the Municipal Code of CITY, or any policy or practice of CITY provide paid leave salary to STROUD pending an investigation, this paid leave salary shall be fully reimbursed by STROUD to CITY if STROUD is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

3 If any express or implied provision of this AGREEMENT, the City of South Lake Tahoe Municipal Code, or any policy or practice of CITY provide for payment of funds for the legal criminal defense of STROUD, the funds paid for her legal defense shall be fully reimbursed by STROUD to CITY if STROUD is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

6. Performance Evaluations.

The CITY Council shall review and evaluate the performance of STROUD at least twice annually no later than May and November of each year. On or near STROUD's anniversary date, no later than the end of November each year following STROUD's commencement of employment, STROUD's performance evaluation shall include eligibility for any discretionary, performance-based increase to her then BASE SALARY. The City Council and STROUD shall annually develop mutually agreed upon performance goals and criteria which the City Council shall use in reviewing STROUD's performance in the following year. STROUD could be eligible for a performance bonus based on the CITY Council's determination that STROUD had significantly exceeded the mutually established and quantifiable objectives. Payment of this bonus in any year is at the sole discretion of the CITY Council and must be in the best interests of the CITY at the time it is made.

7. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of her employment or otherwise produced or acquired by or on behalf of CITY. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During her employment by CITY, STROUD shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this AGREEMENT. Following termination, STROUD shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. STROUD's obligations under this Section shall survive the termination of her employment and the expiration of this AGREEMENT.

8. Conflict Of Interest.

STROUD represents and warrants to CITY that she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her duties under this AGREEMENT.

9. General Provisions.

9.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this AGREEMENT as if set forth in the Operative Provisions.

9.2 Vehicle Operation. STROUD shall operate any vehicle used in connection with the performance of her duties as City Attorney in a safe manner and otherwise in observance of all established City vehicle operation rules and policies, traffic safety laws and other applicable State laws and shall maintain a valid California automobile's driver's license during the period of employment.

9.3 Notices. All notices, requests, demands and other communications under this AGREEMENT shall be in writing and shall be effective upon delivery by hand or email three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or at the last known address maintained in STROUD's personnel file. STROUD agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attn: Mayor and City Council

City Attorney's Address:
HEATHER STROUD
[Deliver to last updated address in personnel file]

9.4 Indemnification. Subject to, in accordance with, and to the extent provided by the Government Claims Act [Government Code Section 810 *et seq*.], CITY will indemnify, defend, and hold STROUD harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during STROUD's tenure as City Attorney while STROUD was performing her duties as City Attorney.

9.5 Integration. This AGREEMENT is intended to be the final, complete, and exclusive statement of the terms of STROUD's employment by CITY. This AGREEMENT supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of STROUD, and it may not

be contradicted by evidence of any prior or contemporaneous statements or agreements To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to STROUD and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control.

9.6 Amendments. This AGREEMENT may not be amended except in a written document signed by STROUD, approved by the City Council and signed by CITY Mayor.

9.7 Waiver. Failure to exercise any right under this AGREEMENT shall not constitute a waiver of such right.

9.8 Assignment. STROUD shall not assign any rights or obligations under this AGREEMENT. CITY may, upon prior written notice to STROUD, assign its rights and obligations hereunder.

9.9 Severability. If a court or arbitrator holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remainder of this AGREEMENT shall remain in full force and effect.

9.10 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in El Dorado County, California.

9.11 Interpretation. This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the party receiving a benefit nor against the Party responsible for any particular language in this AGREEMENT. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the Parties to this AGREEMENT and by no other means. Each Party waives their future right to claim, contest or assert that this AGREEMENT was modified, cancelled superseded or changed by any oral AGREEMENT, course of conduct, waiver or estoppel.

9.12 Acknowledgment. STROUD acknowledges that she has had the opportunity to consult legal counsel in regard to this AGREEMENT, that she has read and understands this AGREEMENT, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this AGREEMENT.

IN WITNESS WHEREOF, CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and STROUD has signed and executed this AGREEMENT effective as of the date set forth above.

CITY ATTORNEY **CITY OF South Lake Tahoe**

_____ _____

Heather L. Stroud Devin Middlebrook, Mayor

APPROVED AS TO FORM:

_____
Daniel J. Bardzell
Assistant City Attorney

City of South Lake Tahoe
Salary Table By Bargaining Unit

Bargaining Unit 1200

1200 **CITY ATTORNEY**

Index Key Value	Hourly	Monthly
1200/1256/01	93.2140	16,157

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 3, 2022
Agenda Item #: 27

Agenda Item: Agenda Planning Calendar

Executive Summary:

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, 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 - April 27, 2022.pdf

2022 Agenda Planning Calendar

Updated 4/27/2022

	Department	Agenda Item	Agenda Section
May 17, 5:30 p.m	**City Clerk**	Proclamation - May Mental Heath Awareness Month	
	City Attny	Modify Management District Plan of SLTTID	PH
	City Manager	Electric Vehicle Plan	NB
		Support for House Resolution 6903	
	Fire	Engine 3 Repairs	NB
		Allocated Position Listing Firefighter/Engineer	Consent
	PW/Dev Services	3900 Lake Tahoe Boulevard US Hwy 50 Alt Route	UB
		Sugar Pine Village Building Permit Fees	NB
	Finance	Investment Portfolio Report – March 31, 2022	Con
		Quarterly Budget and Financial Status report – March 31, 2022	Con
		Appropriation SLRF from the ARPA	Con
		Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF)	Con
	Pub. Works	TRPA Mitigation Funds Resolution Correction	Con
		Sugar Pine Village Reimbursement Agreement	NB
		STPUD Fire Hydrant Construction Implementation	NB
		Award Airport Tracker Purchase	Con

2022 Agenda Planning Calendar

Updated 4/27/2022

		PW Annual Report	NB
		PSA Consultant Services for Dennis Machida Bike Trail	Con
		Tahoe Valley Greenbelt Purchase Agreement	UB
June 7, 9 a.m.	**City Clerk**	Proclamation Pride Month	
		Travel Authorization - MT 2030 Climate Solutions Summit	NB
	City Attny	Single Use Plastic Regulation Discussion	
	City Manager	Award RFP Video Production Services	
	Dev Services	PLHA Standard Agreement and Loan Documents for Sugar Pine Village	
	Pub Works	Award of Greenway 1C Study	
		Appropriation of Funds from ARPA for Ski Run Park	
		Grant Acceptance/Allocation ROW Pioneer Trail Ped. Improvement Project Phase II	
		Authorize ATP Cycle 6 Funds Pioneer Trail Ped. Improvement Project Phase II	
		Award FY 2023 Airport Master Plan RFQ	
June 21, 9 a.m.	**City Council, South Tahoe Redevelopment Successor Agency Meeting**		
	City Attorney	Cannabis Tax Measure Ballot Measure	
	City Manager	Via Mobility Transit Workshop 1-3 pm	
		Present and Award Cannabis Revenue Grants	

2022 Agenda Planning Calendar

Updated 4/27/2022

	Dev Services	Housing Element Adoption	
	City Clerk	Resolution Calling for Consolidated Election/Ballot Measures/Offices	
	Finance	CFD 2001-1 Series 2015 Special Tax Refunding Bonds for FY 2022-2023	
		FY 2022-2023 Direct Charge for Mello-Roos Special Tax for CFD No. 1995-1	
	Pub Works	CIP Presentation - Policy Rankings	
		Award On-Call Mechanical Services Contract	
		Rec Center Presentation	
		Award of 3 Contracts for ther Rec Center	
		PSA with CCC Maintenance of Stormwater System	
Aug. 9, 9 a.m.	**City Manager**	ARPA Project Round 2 Discussion	
		Civic Spark Report	
	Finance	Approval of Bond Financing Docs for the Rec Center Construction Financing	NB
		Financial Policy Update	
	Dev Services	"Lease to Locals" Program Incentive	
	Pub Works	Rec Center Bonds - Position of Statement	
		Facility Assessment Award	
		Hazardous Materials Remediation Campground Store and Outbuildings	

2022 Agenda Planning Calendar

Updated 4/27/2022

Aug. 23, 9 a.m.		**Budget Workshop**
	Pub Works	Formal CIP Presentation for Adoption
Sept. 6, 9 a.m.	**Dev Services**	PLHA Moderate Income Homebuyer Administration PSA
	Pub Works	EIP and Regional Project Priority Presentation
Sept. 20, 5:30 p.m	**Pub Works**	Rec Center Award - Phase II
Oct. 4, 9 a.m.	**City Clerk**	Conflict of Interest Code Update
		Ordinance Increasing City Council Compensation (First Reading)
	City Manager	SW Gas Prestentation Renewable Energy Goals
	Dev Services	California Building Code - Local Code Adoption
Nov. 1, 9 a.m.	**City Clerk**	Ordinance Increasing City Council Compensation (Second Reading)
		Resolution Increasing City Treasurer Compensation
Nov. 15, 5:30 p.m.		
Dec.13, 9 a.m.	**City Clerk**	Resolution Certification of Election Results
		City Council Re-Organization
		Oath of Office
		2023 Meeting Schedule
		City Council Assignments to Boards and Commissions Discussion

2022 Agenda Planning Calendar

Updated 4/27/2022

	League - New Mayors and Council Members Attendance
	City Employee Recognitions
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)
	Policy - Use of Personal Devices for City Business
City Manager	Juvenile Treatment Center Discussion
	Potential new City slogan
	Customer satisfaction survey(s)
Dev Services	Inclusionary housing ordinance
	Plan Area Statement Update for Tourist Accommodation Uses
	Tourist Core Area Plan Amendment: 3828 Montreal Rd
	RFP for consulting firms for Bijou / Al Tahoe Area Plan and Bijou Parks Master Plan
	Plan Area Statement 111 amendment

2022 Agenda Planning Calendar

Updated 4/27/2022

	Single Room Occupancy Program Amendments
	Outside Eating Code Review (coverage, seating, parking etc)
Fire	Weed abatement/nusance Program - Defensable Space
	Fire Marshal
Parks & Rec	
Public Works	**A**ward Engineering and Construction Contract South Hangar Taxi Lane Rehab
	Award Contract PD - Community Recource Center Renovations
	SEED Solar Photovoltaic Project PPA
	Award - James and Eloise Drainage Improvement Project Phase 1
	Airport Deferred Maintenance Plan
Recreation	Bijou Park Master Plan
	Bijou Golf Course "Rock the Lake" Event and Review