



City of South Lake Tahoe

City Council

Meeting Agenda

Tuesday, February 01, 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/81403379641>.

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

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

Providing Public Comment:

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

By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is ID: 814 0337 9641 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 Recognitions

1. City Employee Recognitions
Requested Action / Suggested Motions: Five new employees will be introduced to City Council.
Responsible Staff Member: Various
[01-Staff Report - Employee Recognition.docx](#)

Public Communications

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

City Commission Reports

Consent Agenda

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

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

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

2. Revised City Council Protocols
Requested Action / Suggested Motions: Pass a Motion approving revisions to City Council Protocols.
Responsible Staff Member: Susan Blankenship, City Clerk
[01-Staff Report-Protocols](#)
[02-Redline - City Council Protocols \(February 1, 2022\).pdf](#)
[03-Clean - City Council Protocols \(February 1, 2022\).pdf](#)
3. City Commissions and Boards
Requested Action / Suggested Motions: Pass a Resolution which updates Conflict of Interest Code Requirements for City Commissions and Boards.
Responsible Staff Member: Susan Blankenship, City Clerk
[01- Staff Report - Commissions and Boards.docx](#)
[02-Resolution -Red Line.pdf](#)
[03-Resolution - Commissions and Boards.docx](#)
[04-804 Filed 11 03 2021 Arts, Culture and Tourism Commission.pdf](#)
[05-804 Filed 11 16 2021 Parks & Recreation Commission.pdf](#)
4. Transfer of Unclaimed Check Funds
Requested Action / Suggested Motions: Pass a Resolution authorizing the transfer of unclaimed check funds from their respective fund(s) to the General Fund pursuant to California Government Code sections 50050 through 50057.
Responsible Staff Member: Andrew Black, Financial Services Supervisor
[01-Staff Report - Unclaimed Check Funds.docx](#)
[02-Resolution - Unclaimed Check Funds.docx](#)
5. Master Professional Service Agreement for Airport Architectural, Engineering, Construction Management, & Disadvantaged Business Enterprise Compliance Support Services
Requested Action / Suggested Motions: Pass a motion authorizing and directing the Mayor to execute a master professional services contract with Jviation, a Woolpert Company, for Airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services for a 5-year term ending on August 15, 2027.
Responsible Staff Member: Mark Gibbs, A.A.E. Airport Manager
[01-Staff Report - Airport Services Contract.docx](#)
[02- Jviation Contract.docx](#)
[03-RANKING SHEET AIRPORT ENG ARCH SERVICES.pdf](#)
6. Application to CalRecycle for SB 1383 Local Assistance Grant Program
Requested Action / Suggested Motions: Pass a Resolution Authorizing Submittal of a Grant Application to CalRecycle related to SB 1383 organic waste program for a grant in the amount of \$31,710.
Responsible Staff Members: Anush Nejad, Director of Public Works and Heather Stroud, City Attorney
[01-Staff Report - CalRecycle Grant.docx](#)
[02-Resolution CalRecycle Grant.docx](#)
7. Authorization to Pursue Grant Funding from Various Grant Funding Programs for Public Works Environmental Improvement Program (EIP) Projects
Requested Action / Suggested Motions: 1) Pass a Resolution authorizing the Department of Public Works to submit grant applications to various grant funding programs for Public Works EIP Projects, 2) Pass a Resolution approving the filling of a Grant Application for Grant Funds from the

Recreational Trails Program; and 3) Pass a Resolution approving the application for Land and Water Conservation Fund for the Tahoe Valley Stormwater & Greenbelt Improvement Project.
Responsible Staff Member: Stan Hill, Engineering Manager and Jason Burke, Stormwater Coordinator

[01-Staff Report-Grant Authorization-EIP.docx](#)

[02-Location Map.pdf](#)

[03-Resolution - EIP Projects.docx](#)

[04-Resolution - Recreational Trails Program.doc](#)

[05-Resolution-LWCF Grant.docx](#)

8. Loan Agreements with Sugar Pine Housing, LLC for the Sugar Pine Village Project
Requested Action / Suggested Motions: Pass a Resolution approving a budget amendment for the execution of loan agreements with Sugar Pine Housing, LLC for the Sugar Pine Village Project
Responsible Staff Member: Hilary Roverud, Director of Development Services
[01-Staff Report Sugar Pine Village Project.docx](#)
[02-Resolution Sugar Pine Village Loan Budget Appropriation.docx](#)

Regular-Unfinished Business

9. Agreement with Via Mobility, LLC for City of South Lake Tahoe Comprehensive Transit Analysis of Current Mobility Services in the South Shore
Requested Action / Suggested Motions: Receive update on Request for Proposals 2021-12-10 City of South Lake Tahoe Comprehensive Transit Analysis of Current Mobility Services in the South Shore.
Responsible Staff Member: Lindsey Baker, Assistant to the City Manager
[01-Staff Report - Transit Award.docx](#)
[02-Via Mobility RFP Proposal.pdf](#)
10. Establishment of Juneteenth National Independence Day ("Juneteenth") as a Paid City Holiday

Requested Action / Suggested Motions: Pass Resolution approving Side Letters with Collective Bargaining Units; South Lake Tahoe Police Officer's Association (SLTPOA), South Lake Tahoe Police Employee's Association (SLTPEA), South Lake Tahoe Police Supervisor's Association (SLTPSA), Local #39 Administrative & Confidential, Local #39 General & Public Works, South Lake Tahoe Firefighter's Association (SLTFA) to establish Juneteenth as a Paid City Holiday.
Responsible Staff Member: Tom Stuart, Assistant to the City Manager II
[01-Staff Report - Establishment of Juneteenth.docx](#)
[02-Resolution-Side Letters Establishing Juneteenth Holiday.docx](#)
[03-Local 39 G&PW Side Letter - Juneteenth.docx](#)
[04-Local 39 A&C Side Letter - Juneteenth.docx](#)
[05-SLTPSA Side Letter - Juneteenth.docx](#)
[06-SLTPEA Side Letter - Juneteenth.docx](#)
[07-SLTPOA Side Letter - Juneteenth.docx](#)
[08-SLTFire Side Letter - Juneteenth.docx](#)

Regular-New Business

11. City Classification and Compensation Study
Requested Action / Suggested Motions: Pass a Motion authorizing staff to begin the Request For Proposals (RFP) process for a City Classification and Compensation Study.

Responsible Staff Member: Thomas Stuart, Assistant to the City Manager ii

[01- Staff Report - City Classification and Compensation Study.docx](#)

12. Broadband Infrastructure Feasibility Study and Appropriation of State and Local Fiscal Recovery Funds for the Broadband Infrastructure Implementation
Requested Action / Suggested Motions: Pass a Resolution appropriating State and Local Fiscal Recovery Funds in the amount of \$400,000 for the proposed Broadband Infrastructure Study and provide direction to staff on the Draft Request for Proposals for Broadband Infrastructure Feasibility Study.
Responsible Staff Member: Anush Nejad, Director of Public Works
[01-Staff Report-Broadband Study.docx](#)
[02-Broadband Study Draft RFP.docx](#)
[03-Resolution Broadband Study Final.docx](#)

Agenda Planning Calendar

13. 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
[APC - January 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 February 1, 2022 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday January 27, 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 January 27, 2022

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Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 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: Five new employees will be introduced to City Council.
Responsible Staff Member: Various

Responsible Staff Member: Various Departments

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:
[01-Staff Report - Employee Recognition.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: City Employee Recognition

Location: Citywide

Responsible Staff Member: Various Department Directors

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

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

New Regular City Employees:

Finance Department

Tanya Barnes – Accountant

Fire Department

Martin Rider – Firefighter/Paramedic

Joseph Meno – Maintenance Technician III

Development Services

Madison Dederick – Assistant Planner

Anna Kashuba – Assistant Planner

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 2.



Agenda Item: Revised City Council Protocols

Executive Summary: City staff identified proposed amendments to the City Council Protocols which reflects the 2022 regular meeting schedule, eliminates the reference to speaker cards, and adds a requirement for support of at least two Councilmembers to calendar a special presentation.

Requested Action / Suggested Motions: Pass a Motion approving revisions to City Council Protocols.

Responsible Staff Member: Susan Blankenship, City Clerk

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

Reviewed and Approved By:

Heather Stroud, City Attorney

Attachments:

[01-Staff Report-Protocols](#)

[02-Redline - City Council Protocols \(February 1, 2022\).pdf](#)

[03-Clean - City Council Protocols \(February 1, 2022\).pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: City Council Protocols

Location: Citywide

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

Background: At the November 16, 2021, City Council meeting, Council passed the 2022 regular meeting schedule (Resolution 2021-094). In 2022 City Council meetings will be held on the first and third Tuesday in January, February, March, May, June, and September; the first Tuesday in April and October, the second Tuesday in December; the second and fourth Tuesday in August and November; and includes an additional Strategic Planning Advance the fifth Tuesday in March. 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 p.m. The third meeting in March will begin at 9 a.m.

Issue and Discussion: City staff identified proposed amendments to the City Council Protocols which reflects the 2022 regular meeting schedule, eliminates the reference to speaker cards, and adds a requirement for support of at least two Councilmembers to calendar a special presentation.

Financial Implications: None.

Policy Implications: The Council's Protocols are in addition to and in accordance with the Ralph M. Brown Act and Rosenberg's Rules of Order.

PROTOCOLS
for the
City of South Lake
City Council
South Tahoe Redevelopment Successor Agency (STRSA)
South Tahoe Joint Powers Financing Authority (STJPFA)
South Tahoe Joint Powers Parking Authority (STJPPA)

I. COUNCIL/STRSA/STJPFA/STJPPA MEETINGS

1. **Regular Meetings** - Regular meetings of the City Council, South Tahoe Redevelopment Successor Agency, South Tahoe Joint Powers Financing Authority, and South Tahoe Joint Powers Parking Authority shall be held, without the necessity for notice on the first and third Tuesday in January, February, March, May, June, and September; the first Tuesday in April and October, the second Tuesday in December; the second and fourth Tuesday in August and November; and includes an additional Strategic Planning Advance the fifth Tuesday in March., ~~the first and third Tuesday in January, March, May, June, August, September, and November; the first Tuesday in February and December, the third Tuesday in April and October; and includes an additional Joint City Council & El Dorado County Board of Supervisors meeting the fourth Monday in February and an additional Joint City Council & Planning Commission meeting the second Tuesday in March.~~ Regular meetings will be held at City Hall, Council Chambers, located at 1901 Lisa Maloff Way, South Lake Tahoe, California. 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 p.m. The third meeting in March will begin at 9 a.m. The regular meeting shall begin at 9:00 a.m. except five meetings held at 5:30 p.m. the second meeting in March, May, June, September, and November.

a. **Posted Agendas:** The City Clerk shall post the agenda for every City Council/STRSA/STJPFA/STJPPA meeting in the inside and outside enclosed bulletin boards at the City Hall, located at 1901 Lisa Maloff Way and on the Services Center bulletin board outside kiosk at the Services Center at located at 1052 Tata Lane. Agendas are available at no charge from the City Clerk's Office in City Hall and on the City Clerk's Web Page at www.cityofslt.us.

b. **Location During Local Emergency** - If, by reason of fire, flood or other emergency, it shall be unsafe to meet in the City Council Chambers, or if the Council Chambers are being used as the Emergency Operations Center, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or, if the Mayor does not so designate, by the City Manager. The City Clerk will provide public notice of change in meeting location, consistent with the Brown Act.

2. **Chair** - The Mayor shall preside over all Council meetings. The Mayor shall have authority to preserve order at all Council meetings, to remove any person from any meeting of the Council for disorderly conduct, to enforce the rules of the Council and to determine the order of business under the rules of the Council.

Absence of Mayor - The Mayor Pro Tem shall act as Mayor in the absence or disability of the Mayor.

3. **Attendance by the Public** - All meetings of the Council shall be open and public in accordance with the terms, provisions and exceptions consistent with the Ralph M.

City Council Protocols

Brown Act (Government Code sections 54950, et seq.).

4. **Action Agenda Items** - In accordance with the Ralph M. Brown Act, the Council may not act on any item that did not appear on the posted Council agenda 72 hours prior to the regular Council meeting unless an exception is made as permitted under Government Code section 54954.2.
5. **Special Presentations** - All special presentations request will be sent to the City Clerk via email and brought forward at the next regularly scheduled meeting under City Manager, City Attorney, City Clerk Reports. Upon support of two Councilmembers, direction shall be given to the City Clerk to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made. calendared and coordinated through the City Clerk and Special Presentations will be limited to one per meeting, to be held at the beginning of the meeting and shall not exceed 15 minutes for each Council Meeting.
6. **Councilmember Reports** - The Council Reports section of the agenda provides Council the opportunity to briefly comment on Council business, city operations, city projects, attendance at meeting(s) attended as a City-appointed Representative and other items of interest to the Council. This is also the opportunity for a Councilmember to request a specific issue come back on a future agenda for consideration and possible action as set forth in paragraph 8 below or to request a majority consensus of the Council to direct staff to research, explore, examine or make inquiry into a specific item of interest.
7. **Proclamations and Certificates of Appreciation** – Under Councilmember Reports, any Councilmember may request the City Manager place a City Council Proclamation or Certificate of Appreciation on a future agenda in accordance with the procedures in Paragraph I(8) of these Protocols (Placement of Item on Future Agenda). When time is of the essence, the Mayor may sign a proclamation on behalf of the City and it will be placed on the next City Council meeting agenda as an informational item by the City Clerk.

City Council Proclamations and Certificates of Appreciation are signed by the Mayor and may be presented at a City Council meeting or delivered directly to a community member/organization.

All Proclamations and Certificates of Appreciation will be prepared by the City Clerk or designee.
8. **Placement of Item on Future Agenda** – Under Agenda Planning Calendar or Councilmember Reports, 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.
9. **Consent Calendar** - Agenda items removed from the consent calendar by Councilmembers will be considered at the conclusion of the vote passing the Consent Agenda. Any discussion on an

City Council Protocols

item will require pulling the item from the consent calendar. A Councilmember may comment or ask clarifying questions prior to taking the vote to pass the Consent Agenda. A Councilmember may vote “No” on any consent item without discussion prior to taking the vote to pass the Consent Agenda.

- 10. City Manager, City Clerk and City Attorney Reports/Updates on Topics of Interest** - Each agenda shall have a section for topics of interest to be listed in order for the City Manager, City Clerk and City Attorney to provide a brief report/update on the listed topics. Council may ask questions or hold brief discussion at this time.
- 11. Adjournment** – The Council will establish the hour of adjournment by a majority vote of the Council. Council meetings will end no later than 10 p.m. unless by a unanimous vote of Council.
- 12. Teleconferencing** - As provided in the Brown Act, teleconferencing (a meeting connected by electronic means, through either audio or video, or both, when the members are in different locations) may be used for all purposes during any meeting. At least a quorum of the legislative body must participate from locations within the local agency’s jurisdiction (i.e. City of South Lake Tahoe limits). Each teleconference location must be specifically identified in the notice and agenda of the meeting, including a full address and room number, if applicable. Agendas must be posted at each teleconference location, even if a hotel room or a residence. Each teleconference location must be accessible to the public and have technology, such as a speakerphone, to enable the public to participate. The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location. All votes must be by roll call.
- 13. Electronic Communications & Devices** – City Council members will not utilize electronic mail (email or text messages) to send messages during the Council meeting. Due process requires Council’s full deliberation during Council meetings on items before the Council for consideration. City Councilmembers will not utilize the internet during Council meetings to receive information on items on the agenda that are not disclosed to the entire City Council and public. Outside of City Council meetings, Councilmembers should not communicate via electronic communication (email/text) with more than one other member of the City Council on any issue regarding City business.

II. RULES OF CONDUCT

- 1. General Procedure** - It is the policy of the Council not to become involved in the entanglements over parliamentary procedure. The Council shall conduct their meetings consistent with Rosenberg’s Rules of Order, as modified in these protocols and are subject to the City Attorney’s ruling on the matter.
- 2. Addressing Members of the Public and Staff** - In addressing the public and members of the City’s staff, Councilmembers will generally refer to persons as Mr., Mrs., or Ms. followed by their surname.
- 3. Authority of the Chair** - The Mayor shall have the authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith.

City Council Protocols

4. **Mayor to Facilitate Council Meetings** - The Council has delegated the responsibility and expanded the role of the Mayor to include the facilitation of Council meetings. In the role as facilitator, the Mayor will assist the Council to focus on their agenda, discussions and deliberations.
5. **Council Deliberation & Order of Speakers** - The Mayor has been delegated the responsibility to control the debate and the order of speakers.
6. **Limit Deliberations to Item at Hand** - Councilmembers will limit their comments to the subject matter, item or motion being currently considered by the Council.
7. **Length of Council Comments** - Councilmembers will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will signal by hand to a Councilmember who has been speaking for over five (5) minutes. The intent of the hand signal is a courtesy to let the Councilmember know they have been speaking for approximately five minutes and may want to consider wrapping up their comments. This procedure is not meant to limit debate or to cut comments short, but rather to assist Councilmembers in their efforts to communicate concisely.
8. **Obtaining the Floor** - Any member of the Council wishing to speak must first indicate to the Mayor their desire to speak by electronically pressing their “call to speak” button. The Councilmember shall then wait for the Mayor to recognize and call upon the Councilmember to obtain the floor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so.
9. **Motions** - Motions may be made by any member of the Council, including the presiding officer, providing that before the presiding officer offers a motion, the opportunity for making a motion should be offered to other members of the Council. Any member of the Council, other than the person offering the motion, may second a motion.
10. **Procedure for Motion** The following is the general procedure for making motions:
 - a. After a motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Mayor.
 - b. Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, however, Councilmembers may be allowed to explain their vote.
11. **Tie Votes** - A tie vote results in a lost motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.
12. **Abstention** – If a Councilmember abstains from voting, except when abstaining due to a conflict of interest, he/she is counted as present for quorum purposes, but, is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those members present and voting.” If the member abstains due to a conflict of interest, the Councilmember will not be counted toward making a quorum and will not be deemed to be “voting” for purpose of determining whether there has been a “majority vote of those members present and voting.”
13. **Motions for Reconsideration**

City Council Protocols

- a. Requests for Motions for reconsideration of a matter may be made at the same meeting or by request to the City Manager within 48 hours after the conclusion of the meeting following a Council action and shall be scheduled for the next meeting.
- b. A proposed motion for reconsideration at the next succeeding meeting must comply with Brown Act noticing requirements.
- c. Motions for reconsideration may only be made by a Council member that voted with the majority of the City Council on the action proposed to be reconsidered by the Council. In the case of a tie vote, the prevailing side or majority of the Council will be deemed to be those Councilmembers who voted in the negative.
- d. Any member of the Council may second a motion for reconsideration.

III. PUBLIC HEARINGS

1. **General Procedure** - The Council procedure for the conduct of public hearings is generally as follows:
 - a. The Mayor opens the public hearing.
 - b. Staff presents its report.
 - c. Councilmembers may ask questions of staff if they so desire.
 - d. The applicant then has the opportunity to present comments, testimony or arguments.
 - e. Members of the public are provided with the opportunity to present their comments, testimony or argument.
 - f. The applicant and staff may be given an opportunity for rebuttal or concluding comments
 - g. The public hearing is closed. No further public comment is allowed.
 - h. The Council deliberates on the issue and takes action.
 - i. If the Council raises new issues through deliberation and seeks to take additional public testimony (questions of the public, applicant or appellant), the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.
 - j. The Council deliberates and takes action.
 - k. The City Clerk announces the final decision of the Council.
2. **Time for Consideration** - Matters noticed to be heard by the Council will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and will continue until the matter has been completed or until other disposition of the matter has been made.
3. **Public Discussion at Hearings** - When a matter for public hearing comes before the Council, the Mayor will open the public hearing. Upon opening the public hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present evidence respecting the matter.
 - a. **Public Member Request to Speak** - Any person desiring to speak, or present evidence shall make his/her presence known to the Mayor and upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor.
 - b. **Council Questions of Speakers** - Members of the Council who wish to ask questions of the speakers or each other during the public hearing portion may do so but only after first being recognized by the Mayor. Interaction with the speaker shall be limited to a question

City Council Protocols

or questions, rather than an ongoing dialogue. Councilmembers should avoid raising questions as a method to extend the allocated time for a speaker.

- c. **Public Oral Presentation**- All Council rules pertaining to oral presentation by members of the public apply during public hearings.
- d. **Materials for Public Record** - All persons interested in the matter being heard by the Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. The City Clerk as part of the Clerk's record of the hearing will retain all such evidence presented, unless otherwise directed.
- e. **Germane Comments** - No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor.

- 4. **Communications and Petitions** - Written communications and petitions concerning the subject matter of the hearing will be noted at the meeting by the City Clerk as part of the permanent public record. A reading in full shall take place if requested by any member of the Council.

IV. ADDRESSING THE CITY COUNCIL

- 1. **Staff Reports and/or Applicant Presentations** - Staff is requested to provide an executive summary of their written staff report. Applicant presentations shall be limited to no more than fifteen (15) minutes. Longer presentations must be approved by the City Manager prior to the Council meeting.
- 2. **Oral Comments by Members of the Public** - Oral comments by members of the public at City Council meetings on an item listed on the agenda are as follows:
 - a. Oral comments may not exceed three (3) minutes, unless otherwise provided.
 - b. When called upon, the person may state their name for the record, and, if speaking for an organization or other group, identify the organization or group represented.
 - c. All remarks should be addressed to the Council as a whole, not to individual members.
- 3. **Public Communications** - This is the public's chance to speak on any topic not listed on this agenda. In compliance with Government Code Section 54954.3 (Chapter known as the "Brown Act"), Public Communications is that portion of City Council meeting set aside for members of the public to address the City Council on items of any City business other than scheduled agenda items. This portion of the meeting is videotaped/recorded, televised on Channel 21 and web streamed live and on demand. ~~All speakers are encouraged to complete a Speaker Form, which is located on the table near the rear of the Council Chambers, and to submit it to the City Clerk who will provide it to the Mayor prior to the commencement of the meeting.~~
 - a. **Timing** - Public Communications will be held at the beginning each regular Council meeting, as specified on the City Council agenda as set forth above, in accordance with the Brown Act. The Mayor shall request that comments should be held to four (4) minutes, or less. If the Mayor has knowledge at the beginning of the public comment period that several members of the public are present to comment on a particular issue, he/she may ask for a show of hands of those individuals requesting to comment on the issue. If ten (10) or more individuals are present to speak on the issue, the Mayor may limit their comment time to two (2) minutes, or he/she may ask that a spokesperson be appointed to represent and speak on behalf of those individuals collectively..
 - b. **Council Deliberations Prohibited** – In compliance with the Brown Act, the Council may

City Council Protocols

not deliberate or vote on any matter raised in Public Comments. The Mayor, however, may request the City Manager to provide additional information on a matter of general interest to the full Council or the public at large. To insure compliance with the Brown Act, items requiring discussion or action by the Council should be scheduled for a future agenda.

- 4. Agenda Item Oral Presentations** - Any member of the public wishing to address the Council orally on City business matters appearing on the Council agenda may do so when that item is taken up by the Council, or as otherwise specified by the Council or its presiding officer.
 - a. Time Limit** - Oral presentations may not exceed three (3) minutes unless otherwise provided. The Mayor, with the concurrence of the City Council, may alter any of the numerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.
 - b. Presentations Submitted in Writing** - Persons who anticipate oral presentations exceeding three (3) minutes are encouraged to submit comments in writing at the earliest possible time, for distribution to the Council and other interested parties. Comments should be submitted sufficiently in advance of the scheduled meeting date to insure distribution to the Council prior to the meeting.
- 5. Power Point Presentations** – Members of the public may present a Power Point software presentation to the Council utilizing the City’s audio/visual equipment, provided that the public make their request to the City Clerk 72 hours in advance of the meeting in order to coordinate with the Information Systems Division for the use of the equipment.
 - a.** All Power Point presentations must comply with applicable time limits for oral presentations and cumulative time limits. Presentations should be planned with flexibility to adjust to any changes in these time limits.
 - b.** A printed hard copy of the Power Point presentation must be provided to the City Clerk for the public record.
- 6. Comments in Writing Encouraged** - Members of the public may submit, and are encouraged to submit, comments in writing to the City Council in care of the City Clerk at PublicComment@cityofslt.us relating to any items of City business, whether on the City Council agenda or otherwise. 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)] All written communications received prior to or at the meeting will be recorded in the meeting Minutes prepared by the City Clerk and will be retained as part of the permanent administrative record in the City Clerk’s repository available to the public on the City’s website.
- ~~**7. Comment Cards (Use Speaker Forms)**—Members of the public who do not wish to or cannot verbally address the Council during a meeting may use a Speaker Form. A person may indicate their comments and their opposition or support for an agenda item on a comment card.~~

~~During the public testimony of the item, the Mayor shall ask the City Clerk if any comment cards have been received and ask the Clerk to note the number of comment cards received and the name of person(s) in support or opposition of the project or issue. The minutes will reflect the Council's receipt of comment cards in opposition and support of the project or issue.~~

City Council Protocols

8.7. Repetitious or Dilatory Comments Prohibited

- a. A speaker shall not present the same or substantially same items or arguments to the Council repeatedly or be repetitious or dilatory in presenting their oral comments. If a matter has been presented orally before the Council, whether the Council has taken action, or determined to take no action, the same or substantially same matter may not be presented orally by the same person any further.

Nothing in the foregoing precludes submission of comments to the City Council in writing for such action or non-action as the Council, in its discretion, may deem appropriate.

- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged.

Whenever any group of persons wishes to address the Council on the same subject matter, those persons are encouraged to designate a spokesperson to address the City Council. With the consent of the City Council, the Mayor may extend the time allocation for a designated spokesperson.

9.8. Suspending of the Rules - Any of the foregoing rules may be waived by two-thirds (2/3) vote of the Councilmembers present when it is deemed that there is good cause to do so based upon the particular facts and circumstances involved.

10.9. Non Exclusive Rules - The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time or in particular circumstances for purposes of orderly and effective conduct of the affairs of the City.

V. APPEALS

1. General Procedure - The Council procedure for the conduct of appeals is generally as follows:
 - a. The Mayor explains the Council is considering the appeal of ___ regarding ___, and confirms that notice of the appeal hearing has been given to the appellant.
 - b. Council hears evidence and testimony in the following order:
 - i. Any opening statement or remarks by the appellant and/or appellant's attorney and evidence or testimony from the appellant (requested time limit - 10 minutes) followed by any questions by Councilmembers or others (including staff) who wish to ask questions (suggested time - 3 minutes per Councilmember).
 - ii. Any evidence or testimony from staff members concerning any issues raised surrounding this matter (time scheduled - 10 minutes), followed by comments by the applicant, if the applicant and appellant are different parties. (requested time limit – 10 minutes), followed by any questions by the appellant and Councilmembers (suggested time - 3 minutes per speaker).
 - iii. Any evidence or testimony from the appellant and/or appellants attorney in rebuttal to or in clarification of any other evidence or testimony presented, and any closing statement or remarks that the appellant wishes to make (requested time limit - 5 minutes).
 - iv. Public Comment (time limit – 3 minutes per speaker)
 - c. The Mayor shall conduct the appeal in such a manner as to afford due process to the appellant.
 - d. Following the presentation of testimony, the Council deliberates on the evidence and

City Council Protocols

testimony presented, and votes on whether to grant the appeal, provided they have all the necessary information. If issues are raised during the appeal hearing that cannot be immediately responded to by Staff, the Hearing should be continued to have such information available for the appeal process.

- e. The City Clerk announces the final decision of the Council.

VI. CLOSED SESSION

1. Announcement prior to closed sessions

- a. Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.
- b. After any closed session, the legislative body shall reconvene into open session and shall make any disclosures required by Gov Code section 54957.1 of action taken in the closed session.
- c. The announcements required to be made in open session pursuant to this section may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements.

2. Statement of Reasons for Closed Sessions

- a. Prior to adjourning to any closed session, the City Council shall announce in open session the general reason or reasons for the closed session, and must cite and explain the statutory or case authority under which the session is being closed.
- b. In the case of a closed session item added to the agenda pursuant to Government Code Section 54954.2(b) herein, the statement shall be made in open session concurrent with the findings required pursuant to that section.
- c. If a closed session item or session has been adjourned or continued from a prior meeting, the body shall re-state the reasons for closed session before reconvening the closed session.
- d. Nothing in this section shall require or authorize a disclosure of information that is confidential under law.

3. Conduct of closed session.

The Council shall consider in closed session only those matters authorized by the Ralph M. Brown Act.

4. Disclosure of closed session discussions and actions.

- a. In accordance with Government Code Section 54963 and as provided below, a person present at a closed session may not disclose confidential information received.
- b. In addition to the required disclosures pursuant to Government Code Section 54957.1 and subsection C below, the Council may, by motion and vote in open session, elect to disclose any other information obtained in closed session which a majority of the members of the body deems to be in the public interest. Any disclosure pursuant to this section shall be made through the Mayor or such other person present in the closed session, designated to convey the information.
- c. Immediately following the closed session, the Council or City Attorney shall publicly

report any action taken in closed session and the vote or abstention of every member present thereon, as follows:

- i. Real Property Negotiations: Approval of an agreement concerning real estate negotiations pursuant to Government Code section 54956.8 shall be reported as soon as the agreement is final in accordance with Government Code section 54957.1(a)(1). If notwithstanding the final approval there are conditions precedent to the final consummation of the transaction, or if there are multiple contiguous or closely located properties that are being considered for transfer, the report specified in this section need not be made until the conditions have been satisfied or an agreement has been reached with respect to all the properties, or both.
- ii. Litigation: Direction or approval given to the Council's legal counsel to prosecute, defend, seek or refrain from seeking appellate review or relief, or to otherwise enter as a party, intervenor or amicus curiae in any form of litigation as the result of a consultation under Government Code section 54956.9 shall be reported in open session in accordance with Government Code section 54957.1(a)(2).
- iii. Settlement: Council approval given to its legal counsel of a settlement of pending litigation, as defined in Government Code section 54956.9, shall be reported in open session after the settlement is final in accordance with Government Code section 54957.1(a)(3).
- iv. Personnel Actions: Council action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee shall be reported in open session in accordance with Government Code section 54957.1(a)(5).
- v. Labor Negotiations: Council action taken to approve an agreement concluding labor negotiations with represented employees shall be reported in open session in accordance with Government Code section 54957.1(a)(6).
- d. Reports required to be made pursuant to this section may be made orally or in writing. Copies of any contracts, settlement agreements, or other documents related to the items or transactions that were finally approved or adopted in closed session and which contain the information required to be disclosed under this section shall be made available for inspection and copying, upon request, at the time the report is made or after any substantive amendments have been retyped into the document.
- e. A written summary of the information required to be reported immediately pursuant to this section, or documents containing that information, shall be made available for inspection and copying by the close of business on the next business day following the meeting.
- f. Action taken in closed session which is not immediately disclosable under this section shall be disclosed and noticed under the procedures set forth in (C) above at such time as disclosure is required.

5. Violations of Disclosure of Confidential Information

- a. A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Government Code Sections 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the Council authorizes disclosure of that confidential information as set forth above.
- b. "Confidential Information" means a communication made in a closed session that is specifically related to the basis for the Council to meet lawfully in closed session under the Ralph M. Brown Act.
- c. Disclosure of confidential information in violation of the Brown Act may be addressed by the use of such remedies as are currently available by law, including, but not limited to:

- i. City Council may by three affirmative votes censure a member of the Council who is disclosing confidential information. Censure may include other penalties, including but not limited to, the removal of the member of the legislative from committees, prohibiting travel of Council Member on official City business, removal of Council Member picture from any public displays, the prohibition of Council Member speaking at any function on the behalf of the Council. The City Council shall review any censure of a Council Member at the first regular Council Meeting after 30 days from the censure.
 - ii. Direction to City Attorney to refer a member of the Council who has willfully disclosed confidential information in violation of this section to the District Attorney and/or grand jury.
 - iii. Direction to City Attorney to file for Injunctive relief against a member of the City Council allegedly disclosing confidential information to prevent further disclosure of confidential information prohibited by this section.
 - iv. Disciplinary action against the City Manager or City Attorney who has willfully disclosed confidential information in violation of this section.
- d. Disciplinary action pursuant to section (c) of subdivision (ii) shall require that the employee in question has either received training as to the requirements of this section or otherwise has been given notice of the requirements of this section.
- e. The Council may not take any action authorized by subdivision (c) against a person, nor shall it be deemed a violation of this section, for doing any of the following:
 - i. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to establish the illegality of an action taken by the Council or the potential illegality of an action that has been the subject of deliberation at a closed session if that action were to be taken by the Council.
 - ii. Expressing an opinion concerning the propriety or legality of actions taken by the Council in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action.
 - iii. Disclosing information acquired by being present in a closed session under this chapter that is not confidential information.
- f. Nothing herein shall be construed to prohibit disclosures under the whistleblower statutes contained in Section 1102.5 of the Labor Code or Article 4.5 (commencing with Section 53296) of Chapter 2 of the Government Code.

6. Procedures for Censure of a Council Member

Any member of the City Council may request to place on a future agenda, a censure hearing of a Council Member. The request must include specific allegations of conduct in violation of federal,

state or City ordinances or policies upon which the proposed censure is based. If at least one (1) additional Council Member supports the request, direction shall be given to City Manager to calendar the item for a future agenda or Council shall appoint an ad hoc committee to investigate the charges.

If a majority of the Council determines an investigation is warranted, Council shall designate an ad hoc committee consisting of two of its members, including the Mayor (unless the Mayor is the subject of the charges in which case the Mayor Pro Tem shall be appointed), to conduct the investigation. The Council may select an independent investigator to assist in conducting the investigation. The independent investigator would be managed by the ad hoc committee to conduct the investigation.

City Council Protocols

In the course of the investigation, the committee must determine the process by which statements are taken. A witness may choose to provide a signed declaration under penalty of perjury attesting to his or her knowledge of the facts surrounding the allegations. If a witness is unwilling to submit such a declaration, the Council may issue a subpoena to compel the witness' testimony, consistent with its subpoena power granted under the Government Code.

At the conclusion of the investigation, the results shall be presented in writing to the full Council. Based on the results, any two individual Council members may file a request for censure hearing in accordance with the provisions of this policy.

- a. The following guidelines apply to ad hoc committee investigations:
 - i. The committee may be staffed by administrative and legal staff.
 - ii. If authorized by City Council, the committee may subpoena witnesses and documents.
 - iii. In making a determination, the committee should determine if taking all the facts and evidence into consideration, there are reasonable grounds to believe or not believe that the conduct, violation, or offense occurred.
 - iv. The committee shall issue a final report and recommendations to the City Council. The final report shall be made available to the public.
- b. If a censure hearing is set, it must be set far enough in advance to give the member of Council subject to the charges adequate time to prepare a defense, and that member shall be given the opportunity to make an opening and closing statement and to question his or her accusers. The member subject to the charges may be represented and may have the representative speak or question on his or her behalf. The Mayor, or Mayor Pro Tem if the Mayor is the subject of the charges, shall preside at the hearing. The rules of evidence shall not apply to the hearing, which is not a formal adversarial proceeding. The City Attorney or designee shall provide legal advice to the City Council during the hearing.

A decision to censure requires the adoption of a Resolution making findings with regard to the specific charges, based on substantial evidence, and approved by the affirmative vote of at least three (3) Council Members

In accordance with Government Code section 995, upon request of a Council Member, the City shall reimburse the Council Member's reasonable attorney fees and costs in defending himself/herself.

VII. POLICY DECISION MAKING PROCESSES

1. **Mayor and Mayor Pro Tem Term of Office** - The Mayor and Mayor Pro-Tem shall serve a (1) one-year term of office. Pursuant to City Code section 2.05.050(A) The city council shall, at its first meeting, select a mayor and mayor pro tempore.
2. **Subcommittees** - City Council subcommittees are formed on an as needed basis with a clearly defined purpose and term. Subcommittees will consist of two Councilmembers agreed upon by a consensus of the Council. Meetings of the Council subcommittees are not open to the public, unless specified by the Council.
3. **Councilmember Appointments & Assignments** - The City Council at their December meeting of each year shall discuss and make appointments and assignments to various boards and commissions and then will vote and approve the final list at their next regular meeting. A copy of

City Council Protocols

the list is made a part of the public record and kept on file in the City Clerk's Office.

3. **Mayor to Act as Council Ceremonial Representative** - The Mayor has been delegated the responsibility to act as the City Council's ceremonial representative at public events and functions. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. In both the Mayor and Mayor Pro Tem's absence, the Mayor will appoint another Councilmember to assume this responsibility. The Mayor may use the Council's Meetings and Travel Budget to pay for such functions.
4. **Councilmember Participation in Community Activities** - From time to time, Councilmembers may choose to participate in community activities, committees, events, and task forces. This is allowable under the Brown Act. *The Brown Act permits a majority of a legislative body to attend and speak at an open and publicized meeting conducted by another organization. The Brown Act may nevertheless be violated if the majority engages in a collective deliberation process outside a scheduled meeting of the body. The term meeting is not limited to gatherings at which action is taken but also includes deliberative gatherings.*
5. **Workshops** – A workshop is a time to study or examine a particular issue in greater depth and to allow additional time for questions. A workshop may be held during a regular or special meeting and generally no formal action will be taken on workshop items or during a workshop. Questions raised during workshops by Councilmembers and/or members of the public will be directed to staff. Staff may request a brief recess in order to provide verbal answers not readily available, or, the information may be provided to the Council at the time the item is placed back on the agenda for further discussion and action.
6. **City Attorney as Protocol Advisor** – The City Attorney assists the Mayor as a resource to confer with and an advisor for interpreting the City Council's adopted protocols.
7. **Applicability of Protocols** - The City of South Lake Tahoe City Council Protocols shall also apply to the City Council when sitting as other entities or agencies.
8. **Conflicts of Interest** – No Councilmember shall make, participate in making, or in any way attempt to use his or her official position to influence a decision on any issue when prohibited from so doing by law. A Councilmember disqualified from participation due to a conflict of interest shall not be considered present at the meeting for the item(s) of business on which such member is disqualified.
*References: Ralph M. Brown Act
Rosenberg's Rules of Order*

CITY COUNCIL TRAVEL

The City's adopted Financial Management Meeting and Travel Policy (Attachment 3), primarily provided policies for travel and reimbursements for City employees that were inconsistently applied to City Councilmembers. The policy did not consider Councilmembers' occasional travel, each individual Councilmembers decisions on travel and meeting attendance. The following guidelines are recommendations for City Council considerations:

- a. **Approving Official:** The Mayor shall be the City Manager's Approving Official for Travel and Reimbursement Requests. The Mayor shall be the Approving Official for City Councilmember Travel and Reimbursement Requests.
- b. **General Travel on Behalf of the City:** Councilmembers traveling on behalf of the City expecting reimbursement of expenses must first obtain approval of the travel by the City Council and coordinate their travel through the City Clerk's Office who will generally charge all expenses to the City (rather than reimburse Councilmembers). As

13

City Council Protocols

- noted in the policy any unused reservation will be paid for by the Councilmember.
- c. **Councilmembers appointed by the City Council to serve on a committee or board on behalf of the City or as a representative of the City:** Councilmembers shall be entitled to reimbursement for mileage and meals for meetings outside of Lake Tahoe Basin in accordance with the adopted Travel Policy. Councilmembers may be request reimbursement for one overnight stay for a meeting more than two hours away from South Lake Tahoe.
 - d. **Councilmembers serving on a committee or board of their own choosing:** Councilmembers may request reimbursement for travel expenses from the City Council.
 - e. **Conferences/Professional Events:** Councilmembers who wish to attend a conference or professional event related to their work as a public official shall request approval of their travel in advance by the City Council at a regular Council meeting. The City Clerk shall place the request on the next available Council agenda.
 - f. **Miscellaneous expenses:** Councilmembers may request reimbursement from the City Council for miscellaneous expenses related to their work as a City Councilmember that could include, but are not limited to, representing the City's interests at organized activities, events, meetings and formal and informal gatherings.

PROTOCOLS
for the City of South Lake Tahoe
City Council
South Tahoe Redevelopment Successor Agency (STRSA)
South Tahoe Joint Powers Financing Authority (STJPFA)
South Tahoe Joint Powers Parking Authority (STJPPA)

I. COUNCIL/STRSA/STJPFA/STJPPA MEETINGS

- 1. Regular Meetings** - Regular meetings of the City Council, South Tahoe Redevelopment Successor Agency, South Tahoe Joint Powers Financing Authority, and South Tahoe Joint Powers Parking Authority shall be held, without the necessity for notice on the first and third Tuesday in January, February, March, May, June, and September; the first Tuesday in April and October, the second Tuesday in December; the second and fourth Tuesday in August and November; and includes an additional Strategic Planning Advance the fifth Tuesday in March. Regular meetings will be held at City Hall, Council Chambers, located at 1901 Lisa Maloff Way, South Lake Tahoe, California. 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 p.m. The third meeting in March will begin at 9 a.m.

a. Posted Agendas: The City Clerk shall post the agenda for every City Council/STRSA/STJPFA/STJPPA meeting in the inside and outside enclosed bulletin boards at the City Hall, located at 1901 Lisa Maloff Way and on the Services Center bulletin board outside kiosk at the Services Center at located at 1052 Tata Lane. Agendas are available at no charge from the City Clerk's Office in City Hall and on the City Clerk's Web Page at www.cityofslt.us.

b. Location During Local Emergency - If, by reason of fire, flood or other emergency, it shall be unsafe to meet in the City Council Chambers, or if the Council Chambers are being used as the Emergency Operations Center, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or, if the Mayor does not so designate, by the City Manager. The City Clerk will provide public notice of change in meeting location, consistent with the Brown Act.

- 2. Chair** - The Mayor shall preside over all Council meetings. The Mayor shall have authority to preserve order at all Council meetings, to remove any person from any meeting of the Council for disorderly conduct, to enforce the rules of the Council and to determine the order of business under the rules of the Council.

Absence of Mayor - The Mayor Pro Tem shall act as Mayor in the absence or disability of the Mayor.

- 3. Attendance by the Public** - All meetings of the Council shall be open and public in accordance with the terms, provisions and exceptions consistent with the Ralph M. Brown Act (Government Code sections 54950, et seq.).

- 4. Action Agenda Items** - In accordance with the Ralph M. Brown Act, the Council may not act on any item that did not appear on the posted Council agenda 72 hours prior to the regular Council meeting unless an exception is made as permitted under Government Code section 54954.2.

City Council Protocols

- 5. Special Presentations** - All special presentation request will be sent to the City Clerk via email and brought forward at the next regularly scheduled meeting under City Manager, City Attorney, City Clerk Reports. Upon support of two Councilmembers, direction shall be given to the City Clerk to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made. Special Presentations will be limited to one per meeting, to be held at the beginning of the meeting and shall not exceed 15 minutes for each Council Meeting.
- 6. Councilmember Reports** - The Council Reports section of the agenda provides Council the opportunity to briefly comment on Council business, city operations, city projects, attendance at meeting(s) attended as a City-appointed Representative and other items of interest to the Council. This is also the opportunity for a Councilmember to request a specific issue come back on a future agenda for consideration and possible action as set forth in paragraph 8 below or to request a majority consensus of the Council to direct staff to research, explore, examine or make inquiry into a specific item of interest.
- 7. Proclamations and Certificates of Appreciation** – Under Councilmember Reports, any Councilmember may request the City Manager place a City Council Proclamation or Certificate of Appreciation on a future agenda in accordance with the procedures in Paragraph I(8) of these Protocols (Placement of Item on Future Agenda). When time is of the essence, the Mayor may sign a proclamation on behalf of the City and it will be placed on the next City Council meeting agenda as an informational item by the City Clerk.

City Council Proclamations and Certificates of Appreciation are signed by the Mayor and may be presented at a City Council meeting or delivered directly to a community member/organization.

All Proclamations and Certificates of Appreciation will be prepared by the City Clerk or designee.

- 8. Placement of Item on Future Agenda** – Under Agenda Planning Calendar or Councilmember Reports, 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.
- 9. Consent Calendar** - Agenda items removed from the consent calendar by Councilmembers will be considered at the conclusion of the vote passing the Consent Agenda. Any discussion on an item will require pulling the item from the consent calendar. A Councilmember may comment or ask clarifying questions prior to taking the vote to pass the Consent Agenda. A Councilmember may vote “No” on any consent item without discussion prior to taking the vote to pass the Consent Agenda.
- 10. City Manager, City Clerk and City Attorney Reports/Updates on Topics of Interest** - Each agenda shall have a section for topics of interest to be listed in order for the City Manager, City Clerk and City Attorney to provide a brief report/update on the listed topics. Council may ask questions or hold brief discussion at this time.
- 11. Adjournment** – The Council will establish the hour of adjournment by a majority vote of the Council. Council meetings will end no later than 10 p.m. unless by a unanimous vote of Council.

City Council Protocols

- 12. Teleconferencing** - As provided in the Brown Act, teleconferencing (a meeting connected by electronic means, through either audio or video, or both, when the members are in different locations) may be used for all purposes during any meeting. At least a quorum of the legislative body must participate from locations within the local agency's jurisdiction (i.e. City of South Lake Tahoe limits). Each teleconference location must be specifically identified in the notice and agenda of the meeting, including a full address and room number, if applicable. Agendas must be posted at each teleconference location, even if a hotel room or a residence. Each teleconference location must be accessible to the public and have technology, such as a speakerphone, to enable the public to participate. The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location. All votes must be by roll call.
- 13. Electronic Communications & Devices** – City Council members will not utilize electronic mail (email or text messages) to send messages during the Council meeting. Due process requires Council's full deliberation during Council meetings on items before the Council for consideration. City Councilmembers will not utilize the internet during Council meetings to receive information on items on the agenda that are not disclosed to the entire City Council and public. Outside of City Council meetings, Councilmembers should not communicate via electronic communication (email/text) with more than one other member of the City Council on any issue regarding City business.

II. RULES OF CONDUCT

- 1. General Procedure** - It is the policy of the Council not to become involved in the entanglements over parliamentary procedure. The Council shall conduct their meetings consistent with Rosenberg's Rules of Order, as modified in these protocols and are subject to the City Attorney's ruling on the matter.
- 2. Addressing Members of the Public and Staff** - In addressing the public and members of the City's staff, Councilmembers will generally refer to persons as Mr., Mrs., or Ms. followed by their surname.
- 3. Authority of the Chair** - The Mayor shall have the authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith.
- 4. Mayor to Facilitate Council Meetings** - The Council has delegated the responsibility and expanded the role of the Mayor to include the facilitation of Council meetings. In the role as facilitator, the Mayor will assist the Council to focus on their agenda, discussions and deliberations.
- 5. Council Deliberation & Order of Speakers** - The Mayor has been delegated the responsibility to control the debate and the order of speakers.
- 6. Limit Deliberations to Item at Hand** - Councilmembers will limit their comments to the subject matter, item or motion being currently considered by the Council.
- 7. Length of Council Comments** - Councilmembers will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will signal by hand to a Councilmember who has been speaking for over five (5) minutes. The intent of the hand signal is a courtesy to let the Councilmember know they have been speaking for approximately five minutes and may want to

City Council Protocols

consider wrapping up their comments. This procedure is not meant to limit debate or to cut comments short, but rather to assist Councilmembers in their efforts to communicate concisely.

- 8. Obtaining the Floor** - Any member of the Council wishing to speak must first indicate to the Mayor their desire to speak by electronically pressing their “call to speak” button. The Councilmember shall then wait for the Mayor to recognize and call upon the Councilmember to obtain the floor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so.
- 9. Motions** - Motions may be made by any member of the Council, including the presiding officer, providing that before the presiding officer offers a motion, the opportunity for making a motion should be offered to other members of the Council. Any member of the Council, other than the person offering the motion, may second a motion.
- 10. Procedure for Motion** The following is the general procedure for making motions:
 - a.** After a motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Mayor.
 - b.** Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, however, Councilmembers may be allowed to explain their vote.
- 11. Tie Votes** - A tie vote results in a lost motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.
- 12. Abstention** – If a Councilmember abstains from voting, except when abstaining due to a conflict of interest, he/she is counted as present for quorum purposes, but, is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those members present and voting.” If the member abstains due to a conflict of interest, the Councilmember will not be counted toward making a quorum and will not be deemed to be “voting” for purpose of determining whether there has been a “majority vote of those members present and voting.”
- 13. Motions for Reconsideration**
 - a.** Requests for Motions for reconsideration of a matter may be made at the same meeting or by request to the City Manager within 48 hours after the conclusion of the meeting following a Council action and shall be scheduled for the next meeting.
 - b.** A proposed motion for reconsideration at the next succeeding meeting must comply with Brown Act noticing requirements.
 - c.** Motions for reconsideration may only be made by a Council member that voted with the majority of the City Council on the action proposed to be reconsidered by the Council. In the case of a tie vote, the prevailing side or majority of the Council will be deemed to be those Councilmembers who voted in the negative.
 - d.** Any member of the Council may second a motion for reconsideration.

III. PUBLIC HEARINGS

1. **General Procedure** - The Council procedure for the conduct of public hearings is generally as follows:
 - a. The Mayor opens the public hearing.
 - b. Staff presents its report.
 - c. Councilmembers may ask questions of staff if they so desire.
 - d. The applicant then has the opportunity to present comments, testimony or arguments.
 - e. Members of the public are provided with the opportunity to present their comments, testimony or argument.
 - f. The applicant and staff may be given an opportunity for rebuttal or concluding comments
 - g. The public hearing is closed. No further public comment is allowed.
 - h. The Council deliberates on the issue and takes action.
 - i. If the Council raises new issues through deliberation and seeks to take additional public testimony (questions of the public, applicant or appellant), the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.
 - j. The Council deliberates and takes action.
 - k. The City Clerk announces the final decision of the Council.
2. **Time for Consideration** - Matters noticed to be heard by the Council will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and will continue until the matter has been completed or until other disposition of the matter has been made.
3. **Public Discussion at Hearings** - When a matter for public hearing comes before the Council, the Mayor will open the public hearing. Upon opening the public hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present evidence respecting the matter.
 - a. **Public Member Request to Speak** - Any person desiring to speak, or present evidence shall make his/her presence known to the Mayor and upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor.
 - b. **Council Questions of Speakers** - Members of the Council who wish to ask questions of the speakers or each other during the public hearing portion may do so but only after first being recognized by the Mayor. Interaction with the speaker shall be limited to a question or questions, rather than an ongoing dialogue. Councilmembers should avoid raising questions as a method to extend the allocated time for a speaker.
 - c. **Public Oral Presentation**- All Council rules pertaining to oral presentation by members of the public apply during public hearings.
 - d. **Materials for Public Record** - All persons interested in the matter being heard by the Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. The City Clerk as part of the Clerk's record of the hearing will retain all such evidence presented, unless otherwise directed.
 - e. **Germane Comments** - No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor.

City Council Protocols

4. **Communications and Petitions** - Written communications and petitions concerning the subject matter of the hearing will be noted at the meeting by the City Clerk as part of the permanent public record. A reading in full shall take place if requested by any member of the Council.

IV. ADDRESSING THE CITY COUNCIL

1. **Staff Reports and/or Applicant Presentations** - Staff is requested to provide an executive summary of their written staff report. Applicant presentations shall be limited to no more than fifteen (15) minutes. Longer presentations must be approved by the City Manager prior to the Council meeting.
2. **Oral Comments by Members of the Public** - Oral comments by members of the public at City Council meetings on an item listed on the agenda are as follows:
 - a. Oral comments may not exceed three (3) minutes, unless otherwise provided.
 - b. When called upon, the person may state their name for the record, and, if speaking for an organization or other group, identify the organization or group represented.
 - c. All remarks should be addressed to the Council as a whole, not to individual members.
3. **Public Communications** - This is the public's chance to speak on any topic not listed on this agenda. In compliance with Government Code Section 54954.3 (Chapter known as the "Brown Act"), Public Communications is that portion of City Council meeting set aside for members of the public to address the City Council on items of any City business other than scheduled agenda items. This portion of the meeting is recorded, televised on Channel 21 and web streamed live and on demand.
 - a. **Timing** - Public Communications will be held at the beginning each regular Council meeting, as specified on the City Council agenda as set forth above, in accordance with the Brown Act. The Mayor shall request that comments should be held to four (4) minutes, or less. If the Mayor has knowledge at the beginning of the public comment period that several members of the public are present to comment on a particular issue, he/she may ask for a show of hands of those individuals requesting to comment on the issue. If ten (10) or more individuals are present to speak on the issue, the Mayor may limit their comment time to two (2) minutes, or he/she may ask that a spokesperson be appointed to represent and speak on behalf of those individuals collectively.
 - b. **Council Deliberations Prohibited** – In compliance with the Brown Act, the Council may not deliberate or vote on any matter raised in Public Comments. The Mayor, however, may request the City Manager to provide additional information on a matter of general interest to the full Council or the public at large. To ensure compliance with the Brown Act, items requiring discussion or action by the Council should be scheduled for a future agenda.
4. **Agenda Item Oral Presentations** - Any member of the public wishing to address the Council orally on City business matters appearing on the Council agenda may do so when that item is taken up by the Council, or as otherwise specified by the Council or its presiding officer.
 - a. **Time Limit** - Oral presentations may not exceed three (3) minutes unless otherwise provided. The Mayor, with the concurrence of the City Council, may alter any of the numerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.
 - b. **Presentations Submitted in Writing** - Persons who anticipate oral presentations exceeding three (3) minutes are encouraged to submit comments in writing at the earliest possible time, for distribution to the Council and other interested parties. Comments

City Council Protocols

should be submitted sufficiently in advance of the scheduled meeting date to insure distribution to the Council prior to the meeting.

- 5. Power Point Presentations** – Members of the public may present a Power Point software presentation to the Council utilizing the City’s audio/visual equipment, provided that the public make their request to the City Clerk 72 hours in advance of the meeting in order to coordinate with the Information Systems Division for the use of the equipment.
 - a. All Power Point presentations must comply with applicable time limits for oral presentations and cumulative time limits. Presentations should be planned with flexibility to adjust to any changes in these time limits.
 - b. A printed hard copy of the Power Point presentation must be provided to the City Clerk for the public record.
- 6. Comments in Writing Encouraged** - Members of the public may submit, and are encouraged to submit, comments in writing to the City Council in care of the City Clerk at PublicComment@cityofslt.us relating to any items of City business, whether on the City Council agenda or otherwise. 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)] All written communications received prior to or at the meeting will be recorded in the meeting Minutes prepared by the City Clerk and will be retained as part of the permanent administrative record in the City Clerk’s repository available to the public on the City’s website.
- 7. Repetitious or Dilatory Comments Prohibited**
 - a. A speaker shall not present the same or substantially same items or arguments to the Council repeatedly or be repetitious or dilatory in presenting their oral comments. If a matter has been presented orally before the Council, whether the Council has taken action, or determined to take no action, the same or substantially same matter may not be presented orally by the same person any further.

Nothing in the foregoing precludes submission of comments to the City Council in writing for such action or non-action as the Council, in its discretion, may deem appropriate.
 - b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged.

Whenever any group of persons wishes to address the Council on the same subject matter, those persons are encouraged to designate a spokesperson to address the City Council. With the consent of the City Council, the Mayor may extend the time allocation for a designated spokesperson.
- 8. Suspending of the Rules** - Any of the foregoing rules may be waived by two-thirds (2/3) vote of the Councilmembers present when it is deemed that there is good cause to do so based upon the particular facts and circumstances involved.
- 9. Non Exclusive Rules** - The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time or in particular circumstances for purposes of orderly and effective conduct of the affairs of the City.

V. APPEALS

1. General Procedure - The Council procedure for the conduct of appeals is generally as follows:
 - a. The Mayor explains the Council is considering the appeal of ___ regarding ___, and confirms that notice of the appeal hearing has been given to the appellant.
 - b. Council hears evidence and testimony in the following order:
 - i. Any opening statement or remarks by the appellant and/or appellant's attorney and evidence or testimony from the appellant (requested time limit - 10 minutes) followed by any questions by Councilmembers or others (including staff) who wish to ask questions (suggested time - 3 minutes per Councilmember).
 - ii. Any evidence or testimony from staff members concerning any issues raised surrounding this matter (time scheduled - 10 minutes), followed by comments by the applicant, if the applicant and appellant are different parties. (requested time limit – 10 minutes), followed by any questions by the appellant and Councilmembers (suggested time - 3 minutes per speaker).
 - iii. Any evidence or testimony from the appellant and/or appellants attorney in rebuttal to or in clarification of any other evidence or testimony presented, and any closing statement or remarks that the appellant wishes to make (requested time limit - 5 minutes).
 - iv. Public Comment (time limit – 3 minutes per speaker)
 - c. The Mayor shall conduct the appeal in such a manner as to afford due process to the appellant.
 - d. Following the presentation of testimony, the Council deliberates on the evidence and testimony presented, and votes on whether to grant the appeal, provided they have all the necessary information. If issues are raised during the appeal hearing that cannot be immediately responded to by Staff, the Hearing should be continued to have such information available for the appeal process.
 - e. The City Clerk announces the final decision of the Council.

VI. CLOSED SESSION

1. **Announcement prior to closed sessions**
 - a. Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.
 - b. After any closed session, the legislative body shall reconvene into open session and shall make any disclosures required by Gov Code section 54957.1 of action taken in the closed session.
 - c. The announcements required to be made in open session pursuant to this section may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements.
2. **Statement of Reasons for Closed Sessions**
 - a. Prior to adjourning to any closed session, the City Council shall announce in open session the general reason or reasons for the closed session, and must cite and explain the

City Council Protocols

statutory or case authority under which the session is being closed.

- b. In the case of a closed session item added to the agenda pursuant to Government Code Section 54954.2(b) herein, the statement shall be made in open session concurrent with the findings required pursuant to that section.
- c. If a closed session item or session has been adjourned or continued from a prior meeting, the body shall re-state the reasons for closed session before reconvening the closed session.
- d. Nothing in this section shall require or authorize a disclosure of information that is confidential under law.

3. Conduct of closed session.

The Council shall consider in closed session only those matters authorized by the Ralph M. Brown Act.

4. Disclosure of closed session discussions and actions.

- a. In accordance with Government Code Section 54963 and as provided below, a person present at a closed session may not disclose confidential information received.
- b. In addition to the required disclosures pursuant to Government Code Section 54957.1 and subsection C below, the Council may, by motion and vote in open session, elect to disclose any other information obtained in closed session which a majority of the members of the body deems to be in the public interest. Any disclosure pursuant to this section shall be made through the Mayor or such other person present in the closed session, designated to convey the information.
- c. Immediately following the closed session, the Council or City Attorney shall publicly report any action taken in closed session and the vote or abstention of every member present thereon, as follows:
 - i. Real Property Negotiations: Approval of an agreement concerning real estate negotiations pursuant to Government Code section 54956.8 shall be reported as soon as the agreement is final in accordance with Government Code section 54957.1(a)(1). If notwithstanding the final approval there are conditions precedent to the final consummation of the transaction, or if there are multiple contiguous or closely located properties that are being considered for transfer, the report specified in this section need not be made until the conditions have been satisfied or an agreement has been reached with respect to all the properties, or both.
 - ii. Litigation: Direction or approval given to the Council's legal counsel to prosecute, defend, seek or refrain from seeking appellate review or relief, or to otherwise enter as a party, intervenor or amicus curiae in any form of litigation as the result of a consultation under Government Code section 54956.9 shall be reported in open session in accordance with Government Code section 54957.1(a)(2).
 - iii. Settlement: Council approval given to its legal counsel of a settlement of pending litigation, as defined in Government Code section 54956.9, shall be reported in open session after the settlement is final in accordance with Government Code section 54957.1(a)(3).
 - iv. Personnel Actions: Council action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee shall be reported in open session in accordance with Government Code section 54957.1(a)(5).
 - v. Labor Negotiations: Council action taken to approve an agreement concluding labor negotiations with represented employees shall be reported in open session in accordance with Government Code section 54957.1(a)(6).
- d. Reports required to be made pursuant to this section may be made orally or in writing. Copies of any contracts, settlement agreements, or other documents related to the items

City Council Protocols

or transactions that were finally approved or adopted in closed session and which contain the information required to be disclosed under this section shall be made available for inspection and copying, upon request, at the time the report is made or after any substantive amendments have been retyped into the document.

- e. A written summary of the information required to be reported immediately pursuant to this section, or documents containing that information, shall be made available for inspection and copying by the close of business on the next business day following the meeting.
- f. Action taken in closed session which is not immediately disclosable under this section shall be disclosed and noticed under the procedures set forth in (C) above at such time as disclosure is required.

5. Violations of Disclosure of Confidential Information

- a. A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Government Code Sections 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the Council authorizes disclosure of that confidential information as set forth above.
- b. "Confidential Information" means a communication made in a closed session that is specifically related to the basis for the Council to meet lawfully in closed session under the Ralph M. Brown Act.
- c. Disclosure of confidential information in violation of the Brown Act may be addressed by the use of such remedies as are currently available by law, including, but not limited to:
 - i. City Council may by three affirmative votes censure a member of the Council who is disclosing confidential information. Censure may include other penalties, including but not limited to, the removal of the member of the legislative from committees, prohibiting travel of Council Member on official City business, removal of Council Member picture from any public displays, the prohibition of Council Member speaking at any function on the behalf of the Council. The City Council shall review any censure of a Council Member at the first regular Council Meeting after 30 days from the censure.
 - ii. Direction to City Attorney to refer a member of the Council who has willfully disclosed confidential information in violation of this section to the District Attorney and/or grand jury.
 - iii. Direction to City Attorney to file for Injunctive relief against a member of the City Council allegedly disclosing confidential information to prevent further disclosure of confidential information prohibited by this section.
 - iv. Disciplinary action against the City Manager or City Attorney who has willfully disclosed confidential information in violation of this section.
- d. Disciplinary action pursuant to section (c) of subdivision (ii) shall require that the employee in question has either received training as to the requirements of this section or otherwise has been given notice of the requirements of this section.
- e. The Council may not take any action authorized by subdivision (c) against a person, nor shall it be deemed a violation of this section, for doing any of the following:
 - i. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to establish the illegality of an action taken by the Council or the potential illegality of an action that has been the subject of deliberation at a closed session if that action were to be taken by the Council.
 - ii. Expressing an opinion concerning the propriety or legality of actions taken by the

City Council Protocols

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- Council in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action.
 - iii. Disclosing information acquired by being present in a closed session under this chapter that is not confidential information.
 - f. Nothing herein shall be construed to prohibit disclosures under the whistleblower statutes contained in Section 1102.5 of the Labor Code or Article 4.5 (commencing with Section 53296) of Chapter 2 of the Government Code.

6. Procedures for Censure of a Council Member

Any member of the City Council may request to place on a future agenda, a censure hearing of a Council Member. The request must include specific allegations of conduct in violation of federal,

state or City ordinances or policies upon which the proposed censure is based. If at least one (1) additional Council Member supports the request, direction shall be given to City Manager to calendar the item for a future agenda or Council shall appoint an ad hoc committee to investigate the charges.

If a majority of the Council determines an investigation is warranted, Council shall designate an ad hoc committee consisting of two of its members, including the Mayor (unless the Mayor is the subject of the charges in which case the Mayor Pro Tem shall be appointed), to conduct the investigation. The Council may select an independent investigator to assist in conducting the investigation. The independent investigator would be managed by the ad hoc committee to conduct the investigation.

In the course of the investigation, the committee must determine the process by which statements are taken. A witness may choose to provide a signed declaration under penalty of perjury attesting to his or her knowledge of the facts surrounding the allegations. If a witness is unwilling to submit such a declaration, the Council may issue a subpoena to compel the witness' testimony, consistent with its subpoena power granted under the Government Code.

At the conclusion of the investigation, the results shall be presented in writing to the full Council. Based on the results, any two individual Council members may file a request for censure hearing in accordance with the provisions of this policy.

- a. The following guidelines apply to ad hoc committee investigations:
 - i. The committee may be staffed by administrative and legal staff.
 - ii. If authorized by City Council, the committee may subpoena witnesses and documents.
 - iii. In making a determination, the committee should determine if taking all the facts and evidence into consideration, there are reasonable grounds to believe or not believe that the conduct, violation, or offense occurred.
 - iv. The committee shall issue a final report and recommendations to the City Council. The final report shall be made available to the public.
- b. If a censure hearing is set, it must be set far enough in advance to give the member of Council subject to the charges adequate time to prepare a defense, and that member shall be given the opportunity to make an opening and closing statement and to question his or her accusers. The member subject to the charges may be represented and may have the representative speak or question on his or her behalf. The Mayor, or Mayor Pro Tem if the Mayor is the subject of the charges, shall preside at the hearing. The rules of evidence shall not apply to the hearing, which is not a formal adversarial proceeding. The City Attorney or designee shall provide legal advice to the City Council during the hearing.

City Council Protocols

A decision to censure requires the adoption of a Resolution making findings with regard to the specific charges, based on substantial evidence, and approved by the affirmative vote of at least three (3) Council Members

In accordance with Government Code section 995, upon request of a Council Member, the City shall reimburse the Council Member's reasonable attorney fees and costs in defending himself/herself.

VII. POLICY DECISION MAKING PROCESSES

- 1. Mayor and Mayor Pro Tem Term of Office** - The Mayor and Mayor Pro-Tem shall serve a (1) one-year term of office. Pursuant to City Code section 2.05.050(A) The city council shall, at its first meeting, select a mayor and mayor pro tempore.
- 2. Subcommittees** - City Council subcommittees are formed on an as needed basis with a clearly defined purpose and term. Subcommittees will consist of two Councilmembers agreed upon by a consensus of the Council. Meetings of the Council subcommittees are not open to the public, unless specified by the Council.
- 3. Councilmember Appointments & Assignments** - The City Council at their December meeting of each year shall discuss and make appointments and assignments to various boards and commissions and then will vote and approve the final list at their next regular meeting. A copy of the list is made a part of the public record and kept on file in the City Clerk's Office.
- 3. Mayor to Act as Council Ceremonial Representative** - The Mayor has been delegated the responsibility to act as the City Council's ceremonial representative at public events and functions. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. In both the Mayor and Mayor Pro Tem's absence, the Mayor will appoint another Councilmember to assume this responsibility. The Mayor may use the Council's Meetings and Travel Budget to pay for such functions.
- 4. Councilmember Participation in Community Activities** - From time to time, Councilmembers may choose to participate in community activities, committees, events, and task forces. This is allowable under the Brown Act. *The Brown Act permits a majority of a legislative body to attend and speak at an open and publicized meeting conducted by another organization. The Brown Act may nevertheless be violated if the majority engages in a collective deliberation process outside a scheduled meeting of the body. The term meeting is not limited to gatherings at which action is taken but also includes deliberative gatherings.*
- 5. Workshops** – A workshop is a time to study or examine a particular issue in greater depth and to allow additional time for questions. A workshop may be held during a regular or special meeting and generally no formal action will be taken on workshop items or during a workshop. Questions raised during workshops by Councilmembers and/or members of the public will be directed to staff. Staff may request a brief recess in order to provide verbal answers not readily available, or, the information may be provided to the Council at the time the item is placed back on the agenda for further discussion and action.
- 6. City Attorney as Protocol Advisor** – The City Attorney assists the Mayor as a resource to confer with and an advisor for interpreting the City Council's adopted protocols.
- 7. Applicability of Protocols** - The City of South Lake Tahoe City Council Protocols shall also apply

City Council Protocols

to the City Council when sitting as other entities or agencies.

- 8. Conflicts of Interest** – No Councilmember shall make, participate in making, or in any way attempt to use his or her official position to influence a decision on any issue when prohibited from so doing by law. A Councilmember disqualified from participation due to a conflict of interest shall not be considered present at the meeting for the item(s) of business on which such member is disqualified.

*References: Ralph M. Brown Act
Rosenberg's Rules of Order*

CITY COUNCIL TRAVEL

The City's adopted Financial Management Meeting and Travel Policy, primarily provided policies for travel and reimbursements for City employees that were inconsistently applied to City Councilmembers. The policy did not consider Councilmembers' occasional travel, each individual Councilmembers decisions on travel and meeting attendance. The following guidelines are recommendations for City Council considerations:

- a. **Approving Official:** The Mayor shall be the City Manager's Approving Official for Travel and Reimbursement Requests. The Mayor shall be the Approving Official for City Councilmember Travel and Reimbursement Requests.
- b. **General Travel on Behalf of the City:** Councilmembers traveling on behalf of the City expecting reimbursement of expenses must first obtain approval of the travel by the City Council and coordinate their travel through the City Clerk's Office who will generally charge all expenses to the City (rather than reimburse Councilmembers). As noted in the policy any unused reservation will be paid for by the Councilmember.
- c. **Councilmembers appointed by the City Council to serve on a committee or board on behalf of the City or as a representative of the City:** Councilmembers shall be entitled to reimbursement for mileage and meals for meetings outside of Lake Tahoe Basin in accordance with the adopted Travel Policy. Councilmembers may be request reimbursement for one overnight stay for a meeting more than two hours away from South Lake Tahoe.
- d. **Councilmembers serving on a committee or board of their own choosing:** Councilmembers may request reimbursement for travel expenses from the City Council.
- e. **Conferences/Professional Events:** Councilmembers who wish to attend a conference or professional event related to their work as a public official shall request approval of their travel in advance by the City Council at a regular Council meeting. The City Clerk shall place the request on the next available Council agenda.
- f. **Miscellaneous expenses:** Councilmembers may request reimbursement from the City Council for miscellaneous expenses related to their work as a City Councilmember that could include, but are not limited to, representing the City's interests at organized activities, events, meetings and formal and informal gatherings.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 3.



Agenda Item: City Commissions and Boards

Executive Summary: The Resolution outlining the structure, duties, qualifications and responsibilities of City Commissions and Boards has been updated to reflect the inclusion of Conflict of Interest Code requirements for the Arts, Culture, and Tourism Commission and the Parks and Recreation Commission.

The commencement of terms for the Building and Housing Board of Appeals has been expanded to even or odd number years to accommodate the continued solicitation for this Board.

Requested Action / Suggested Motions: Pass a Resolution which updates Conflict of Interest Code Requirements for City Commissions and Boards.

Responsible Staff Member: Susan Blankenship, City Clerk

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

Reviewed and Approved By:

Heather Stroud, City Attorney

Attachments:

[01- Staff Report - Commissions and Boards.docx](#)

[02-Resolution -Red Line.pdf](#)

[03-Resolution - Commissions and Boards.docx](#)

[04-804 Filed 11 03 2021 Arts, Culture and Tourism Commission.pdf](#)

[05-804 Filed 11 16 2021 Parks & Recreation Commission.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: City Commissions and Boards

Location: Citywide

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

Background: The Political Reform Act, Government Code Sections 87300 and 87306 and 2 Cal. Code of Regulations Section 18730, requires public agencies to review and update their Conflict of Interest Codes by (at least) the end of each even-numbered year. If new positions are identified prior to this update, an *Agency Report of: New Positions Form 804* is filled with the Fair Political Practices Commission (FPPC).

The City Attorney's Office identified members of the Parks and Recreation Commission, and Arts, Culture, and Tourism Commission as "designated employees" because their position entails "making or participating in the making of decisions which may foreseeably have a material effect on any financial interest" under Gov. Code section 82019(a)(3). The City Clerk has filed the necessary reports with the FPPC.

Issue and Discussion: The Resolution outlining the structure, duties, qualifications and responsibilities of City Commissions and Boards has been updated to reflect the inclusion of the above reporting requirements.

The commencement of terms for the Building and Housing Board of Appeals has been expanded to even or odd number years to accommodate the continued solicitation for this Board.

Financial Implications: None.

Policy Implications: The proposed amendments are within the authority of City Council.

Resolution 202~~21~~-061~~XXX~~

**Adopted by the City of South Lake Tahoe
City Council**

August 3, 2021~~February 1, 2022~~

**City Commissions and Boards
(Replacing Resolution 2021-038061)**

BACKGROUND

- A. The City of South Lake Tahoe Commissions and Boards consist of: 1) Airport Land Use Commission; 2) Building and Housing Board of Appeals; 3) Parks and Recreation Commission; 4) Planning Commission; 5) Police Advisory Commission; and 6) Arts, Culture and Tourism Commission.
- B. This resolution provides the City Council, City staff and the public information regarding the structure, duties, qualifications and responsibilities of City Commissions and Boards.
- C. This resolution provides the process for the appointment and removal of commissioners and board members and the general policies and procedures of City Commissions and Boards.
- D. This resolution assists in facilitating the City Commission and Board operations and in maximizing public participation.

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

Section 1. Application Process/Appointment Process/Removal:

Application Process: Applications to serve on City Commissions shall be received by the City Clerk on an ongoing basis and a solicitation/recruitment shall be held commencing annually for any open seats on October 1 (or as soon thereafter). Appointments to Boards and Commissions shall be made only from persons who have applied.

Persons interested in serving on a City Commission may pick up an application from the Office of the City Clerk located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, California or downloaded from the City of South Lake Tahoe, City Boards and Commissions webpage. Applications will also be mailed, faxed or emailed upon request to the Office of the City Clerk.

During the solicitation/recruitment period, completed applications must be returned to the City Clerk by the deadline set forth in the Notice for the Solicitation period.

The City Clerk shall notify all current commissioners and applicants remaining on the

Applicant List.

Appointment Process: The City Clerk will provide the City Councilmembers with copies of all applications received by the prescribed deadline.

The City Clerk will notify all applicants of the date and time of the City Council meeting when appointments will be made. Applicants are encouraged to attend the meeting and be available if they wish to address the City Council or if the City Council wishes to interview the applicant.

The City Council will vote for their appointments following City Council Protocols, II. Rules of Conduct, 10. Procedure for Motion.

After the appointments have been made, the City Clerk will administer an oath of office to each newly appointed commissioner at their first commission meeting and will provide each commissioner with a copy of the City Commission Handbook which will include this resolution, the City's Code of Ethics and FPPC Financial Disclosure Statements (applicable to Airport Land Use Commission, Building and Housing Board of Appeals and Planning Commission). Those selected, but not present at the Council meeting, will be notified by the City Clerk's Office of their appointment.

In accordance with Government Code Section 54972, the City Clerk will prepare and maintain an Appointment List of the names and terms of those voted upon to serve on each City Commission.

Those applicants *not* appointed will be placed on an Applicant List prepared by the City Clerk's Office. The Applicant List will be maintained until the commencement of the next solicitation period. In the event of a vacancy on any Commission or Board, the City Council may appoint from the names remaining on the "Applicant List," and the Appointee selected would serve the, remainder of the unexpired term.

Removal: Any Commission or Board member may be removed at any time during his or her term, with or without cause, by a majority vote of the City Council.

Section 2. Residency Requirements

The following residency requirements shall apply to members of City Boards and Commissions:

A. Members of the Airport Land Use Commission, Building and Housing Board of Appeals, Police Advisory Commission, Parks and Recreation Commission, and Arts, Culture and Tourism Commission shall reside within the Tahoe Basin portion of El Dorado County.

B. Members of the Planning Commission shall reside within the City limits.

Section 3. Structure Terms of Office and Qualifications

The Airport Land Use Commission shall consist of two (2) members and shall serve two-year terms, commencing in February of odd numbered years.

Building and Housing Board of Appeals shall consist of at least three (3) members, but no more than five (5) members and shall serve two-year terms, commencing in February of odd or even numbered years.

The Parks and Recreation Commission shall consist of seven (7) members serving two-year staggered terms. Four (4) members shall have terms commencing in February of odd numbered years and Three (3) members shall have terms commencing in February of even numbered years.

The Planning Commission shall consist of five (5) members serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years.

The Police Advisory Commission shall consist of five (5) members serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years. Two members will be reserved for members of the multicultural alliance. In the event two members from the multicultural alliance do not apply, or are not selected by City Council, then the 2 positions will be available to the general public.

The Arts, Culture, and Tourism Commission shall consist of five (5) voting members and one (1) non-voting representative, serving two-year staggered terms. Three (3) members shall have terms commencing in February of odd numbered years and two (2) members and one (1) non-voting representative shall have terms commencing in February of even numbered years. The non-voting representative will be selected from the South Lake Tahoe Tourism Improvement District or Lake Tahoe Lodging Association. The commission will seek to include members that have a background in tourism and public arts or a multi-cultural perspective. At least one member shall be a youth member with the qualifications listed above. In the event that a youth member does not apply, or are not selected by City Council, then the one position will be available to the general public.

Section 4. Adoption of Rules and Procedures

Each Commission or Board may adopt its own rules of procedure, provide for the selection of officers, and take such other steps as reasonably required for the conduct of business in conformity with the laws of the State of California.

The Parks and Recreation Commission; Arts, Culture, and Tourism Commission; and Police Advisory Commission, shall meet at least quarterly; the Planning Commission shall meet monthly assuming there is business to conduct; the Building and Housing Board of Appeals and Airport Land Use Commission shall meet on an as needed basis. There may be the need or occasion(s) for a Commission or Board to hold a special meeting.

In the event any Commissioner or Board member has three (3) absences in one calendar year (assuming there have been scheduled meetings to attend), their seat will be deemed to have been vacated and a new appointment will be made in a manner consistent with this resolution.

Airport Land Use, Building and Housing Board of Appeals, Arts, Culture, and Tourism Commission, Parks and Recreation Commission, and Planning Commission members are required to comply with the State of California Political Reform Act, regulated by the Fair Political Practices Commission, by filing a Statement of Economic Interests Form 700 with the City Clerk. If any Airport Land Use, Building and Housing Board of Appeals, Arts, Culture, and Tourism Commission, Parks and Recreation Commission, or Planning Commission member fails to file the required disclosure statement after written notice from the City Clerk, their seat shall be deemed vacated and a new appointment will be made in a manner consistent with this resolution.

Section 5. Duties and Responsibilities

Members of Boards and City Commissions shall have the following duties and qualifications:

- A. Airport Land Use Commission: The City's Planning Commission, when augmented with the Airport Land Use Commission, shall exercise the following responsibilities set forth in the Airport Comprehensive Land Use Plan (CLUP) under the authority of the California. Public Utilities Code, Chapter 4, Article 3.5, as follows:
 - 1. The adoption of a basic Airport Land Use Commission Policy Plan, as adopted by the ALUC.
 - 2. The adoption of land use plans for individual airports, as adopted by the South Lake Tahoe ALUC for Lake Tahoe Airport.
 - 3. The incorporation of the land use compatibility guidelines contained in the CLUP into the general plan and land use regulations by cities and counties with jurisdiction over any geographic area subject to the CLUP.
 - 4. ALUC review and determination of compatibility of individual development proposals, general plan amendments, and other land use plans and regulations around airports.
- B. Building and Housing Board of Appeals:
 - 1) Hear and decide appeals of orders, decisions or determinations made by the Building Official in the application and interpretation of the Building and Housing related codes adopted by the City Council.
 - 2) Hear and decide appeals regarding requirements of the City relating to the use, maintenance and change of occupancy of buildings and structures, including requirements governing alteration, additions, repair, demolition and moving.
 - 3) Hear and decide appeals relating to new building construction and appeals relating to existing buildings.

The Board shall have no administrative authority, nor shall it be entitled to waive provisions of the Code in deciding on appeal.

- C. Parks and Recreation Commission: 1) Advise the City Council concerning proposed policies relating to parks and recreation department operations within the City. 2) Review and recommend capital improvement projects in parks and recreation facilities within the City.
- D. Planning Commission: 1) Assist in the preparation, update of and recommendations to the City Council concerning the general plan for the physical development of the City. 2) Perform those duties set forth in Article 7 of the California Government Code under such conditions as the City Council may from time to time establish. 3) Serve as the Delinquent Refuse Hearing Board.
- E. Police Advisory Commission: 1) Review and discuss Police Department policy. 2) Receive, review, and discuss annual police employee personnel complaint statistics including number, nature, and outcomes of complaints. 3) Receive, review, and discuss various transparency related reports on RIPA data, use of force, and other information as directed by the commission and allowable by law. 4) Advise and assist the Police Department on recruitment strategies focusing on local and underrepresented populations. 5) Collaborate on community outreach strategies and local cultural competency training for police employees. 6) Open forum to discuss any other police/community issues.
- F. Arts, Culture and Tourism Commission: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) Review proposed policies on Arts, Culture and Tourism programs and report findings. 3) Review proposed public arts projects and make recommendations for appropriation of funds for specific projects.

Any decision of any board or commission may be appealed to the City Council in accordance with the procedures established for that purpose.

In order to keep the City Council better informed, all City Commissions and Boards, via their Commission/Board Clerk, shall provide the City Council with copies of all City Commission/Board agendas and minutes. Each City Commission and Board shall have the opportunity at each City Council meeting, under agenda item City Commission Reports, to provide a brief report on their commission's activities. All City Commissions and Boards shall make a formal written report to the City Council annually at the Council's November meeting.

Section 6. Miscellaneous Matters

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To minimize operational costs, all meetings shall be scheduled in such a manner to reduce or eliminate the payment of overtime to city staff.

Any proposed training and travel expenditures will be provided by city staff to the City Manager for approval.

In compliance with the Brown Act, all meetings shall be open and public, and each meeting shall be tape recorded. Conformed Agendas shall constitute the official Minutes of Commission and Board meetings and will serve as documentation of actions taken. Agenda packets shall be made available to the public for review at no charge. Copies, upon request, shall be assessed a fee consistent with the City's Fees & Charges Resolution adopted by the City Council.

The City Council may determine the need or necessity to appoint a Councilmember or City Staff member to serve as liaison to a City Commission or Board which could occur during their Councilmember Appointments and Assignments that are held during the second City Council meeting in January of each year or otherwise at a regular meeting in which the item is placed on the agenda.

Section 7. All resolutions in conflict herewith are hereby repealed.

Adopted by the City of South Lake Tahoe City Council on ~~August 3, 2021~~February 1, 2022 by the following vote:

Yes: ~~Bass, Friedrich, Middlebrook and Wallace~~

Absent: ~~Greegan~~

Tamara Wallace, 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.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe City Council

February 1, 2022

City Commissions and Boards (Replacing Resolution 2021-061)

BACKGROUND

- A. The City of South Lake Tahoe Commissions and Boards consist of: 1) Airport Land Use Commission; 2) Building and Housing Board of Appeals; 3) Parks and Recreation Commission; 4) Planning Commission; 5) Police Advisory Commission; and 6) Arts, Culture and Tourism Commission.
- B. This resolution provides the City Council, City staff and the public information regarding the structure, duties, qualifications and responsibilities of City Commissions and Boards.
- C. This resolution provides the process for the appointment and removal of commissioners and board members and the general policies and procedures of City Commissions and Boards.
- D. This resolution assists in facilitating the City Commission and Board operations and in maximizing public participation.

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

Section 1. Application Process/Appointment Process/Removal:

Application Process: Applications to serve on City Commissions shall be received by the City Clerk on an ongoing basis and a solicitation/recruitment shall be held commencing annually for any open seats on October 1 (or as soon thereafter). Appointments to Boards and Commissions shall be made only from persons who have applied.

Persons interested in serving on a City Commission may pick up an application from the Office of the City Clerk located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, California or downloaded from the City of South Lake Tahoe, City Boards and Commissions webpage. Applications will also be mailed, faxed or emailed upon request to the Office of the City Clerk.

During the solicitation/recruitment period, completed applications must be returned to the City Clerk by the deadline set forth in the Notice for the Solicitation period.

The City Clerk shall notify all current commissioners and applicants remaining on the

Applicant List.

Appointment Process: The City Clerk will provide the City Councilmembers with copies of all applications received by the prescribed deadline.

The City Clerk will notify all applicants of the date and time of the City Council meeting when appointments will be made. Applicants are encouraged to attend the meeting and be available if they wish to address the City Council or if the City Council wishes to interview the applicant.

The City Council will vote for their appointments following City Council Protocols, II. Rules of Conduct, 10. Procedure for Motion.

After the appointments have been made, the City Clerk will administer an oath of office to each newly appointed commissioner at their first commission meeting and will provide each commissioner with a copy of the City Commission Handbook which will include this resolution, the City's Code of Ethics and FPPC Financial Disclosure Statements (applicable to Airport Land Use Commission, Building and Housing Board of Appeals and Planning Commission). Those selected, but not present at the Council meeting, will be notified by the City Clerk's Office of their appointment.

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Section 7. All resolutions in conflict herewith are hereby repealed.

Adopted by the City of South Lake Tahoe City Council on February 1, 2022, by the following vote:

Yes:

Absent:

Tamara Wallace, 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.

Agency Report of:
New Positions

A Public Document

California
Form **804**

1. Agency Name (Also include, Division, Department, or Region (if applicable)) City of South Lake Tahoe		☐ Amendment Date of Original Filing: 11 03 2021 (month, day, year)
Agency Contact Susan Blankenship, City Clerk		
Phone Number (530) 542-6005	Email sblankenship@cityofslt.us	

2. New Position Information

Position Title/Classification and Job Summary	Assigned Category	OR	Disclosure Requirement	Assuming/Start Date (Optional)
Arts, Culture and Tourism Commissioners (Legal opinion attached)	1			Start <u> </u> / <u> </u> / <u> </u> m / d / yr
				Start <u> </u> / <u> </u> / <u> </u> m / d / yr
				Start <u> </u> / <u> </u> / <u> </u> m / d / yr
				Start <u> </u> / <u> </u> / <u> </u> m / d / yr
				Start <u> </u> / <u> </u> / <u> </u> m / d / yr
				Start <u> </u> / <u> </u> / <u> </u> m / d / yr
				Start <u> </u> / <u> </u> / <u> </u> m / d / yr

3. Verification

I have read and understand FPPC Regulations 18700.3 and 18734. I have verified that the disclosure assignment(s) set forth above, is in accordance with its provisions.

	Susan Blankenship	City Clerk	11 03 2021
Signature	Name	Title	(month, day, year)

Comment: (Use this space or an attachment for any additional information.)
See attache legal Opinion on the Duties fo the Arts, Culture and Tourism Commission

Print

Clear

From: [Heather Stroud](#)
To: [Susan Blankenship](#)
Cc: [Joseph Irvin](#); [Sheree Juarez](#); [Kelley Edwards](#)
Subject: ACT Committee
Date: Wednesday, November 3, 2021 10:45:04 AM
Attachments: [image001.png](#)

Hi Sue,

I believe the Arts Culture and Tourism Committee members should be Form 700 (economic statement of interest) filers because they will be asked to recommend how to spend the ARPA funds dedicated to arts, and in the future may have input on awarding contracts for public art. This makes them a “designated employee” required to file a Form 700 because their position entails “making or participating in the making of decisions which may foreseeably have a material effect on any financial interest” under Gov. Code section 82019(a)(3).

Thank you,
Heather

Heather L. Stroud
City Attorney
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
(530) 542-6046
hstroud@cityofslt.us



CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipients(s) and may contain information protected by the attorney-client privilege, the attorney work product doctrine or other applicable privileges or confidentiality laws or regulations. If you are not an intended recipient, you may not review, use, copy, disclose or distribute this message or any of the information contained in this message to anyone. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of this message and any attachments. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege.

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New Positions

A Public Document

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Agency Contact Susan Blankenship, City Clerk		
Phone Number (530) 542-6005	Email sblankenship@cityofslt.us	

2. New Position Information

Position Title/Classification and Job Summary	Assigned Category	OR	Disclosure Requirement	Assuming/Start Date (Optional)
Parks & Recreation Commission (Legal opinion attached)	1			Start ____/____/____ m / d / yr
				Start ____/____/____ m / d / yr
				Start ____/____/____ m / d / yr
				Start ____/____/____ m / d / yr
				Start ____/____/____ m / d / yr
				Start ____/____/____ m / d / yr
				Start ____/____/____ m / d / yr

3. Verification

I have read and understand FPPC Regulations 18700.3 and 18734. I have verified that the disclosure assignment(s) set forth above, is in accordance with its provisions.

_____ Signature	Susan Blankenship _____ Name	City Clerk _____ Title	11/16/2021 _____ (month, day, year)
--------------------	------------------------------------	------------------------------	---

Comment: (Use this space or an attachment for any additional information.)

See attached Legal Opinion for the Parks & Recreation Commission provided by the City Attorney.

Print

Clear

From: [Heather Stroud](#)
To: [Susan Blankenship](#)
Cc: [Joseph Irvin](#); [Lauren Thomaselli](#)
Subject: FW: ACT Committee
Date: Saturday, November 6, 2021 8:01:14 AM
Attachments: [image001.png](#)

Hi Sue,

Reading the Parks and Rec Committee Annual Report, they should be Form 700 filers too for the same reason as the ACT Committee if they aren't already.

Thank you,
Heather

Heather L. Stroud
City Attorney
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
(530) 542-6046
hstroud@cityofslt.us



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From: Heather Stroud
Sent: Wednesday, November 3, 2021 10:45 AM
To: Susan Blankenship <sblankenship@cityofslt.us>
Cc: Joseph Irvin <jirvin@cityofslt.us>; Sheree Juarez <sjuarez@cityofslt.us>; Kelley Edwards <kedwards@cityofslt.us>
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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 4.



Agenda Item: Transfer of Unclaimed Check Funds

Executive Summary: Staff recommends that City Council pass the resolution authorizing transfer of unclaimed check funds from their respective fund(s) to the General Fund pursuant to California Government Code sections 50050 through 50057. Revenue in 100-01951-36212 Unclaimed Funds account will increase by \$12,516.46.

Requested Action / Suggested Motions: Pass a Resolution authorizing the transfer of unclaimed check funds from their respective fund(s) to the General Fund pursuant to California Government Code sections 50050 through 50057.

Responsible Staff Member: Andrew Black, Financial Services Supervisor

Responsible Staff Member: Andrew Black, Financial Services Supervisor, (530) 542-6016

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - Unclaimed Check Funds.docx](#)

[02-Resolution - Unclaimed Check Funds.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: Transfer of Unclaimed Check Funds

Location: Finance Department

Responsible Staff Member: Andrew Black, Financial Services Supervisor, (530) 542-6016

Background: On August 3, 2010 the City Council adopted the Unclaimed Checks Policy that was subsequently amended in July 2015, to establish a process to take possession of long-standing unclaimed checks. This policy is required by State Law and was recommended by the City's independent auditors.

Section 50055 of the California Government Code allows for unclaimed checks of less than fifteen (15) dollars, which remained unclaimed for a period of one (1) year to be transferred from the funds which the money was originally drawn from by the City Council to the General Fund without the necessity of publication of a notice in a newspaper.

Section 50050 of the California Government Code allows for unclaimed checks held over three (3) years in a special fund to be transferred to the general fund after notice is published and checks are not claimed, or no verified complaint is filed and served.

Issue and Discussion: Notice was published twice in the Tahoe Daily Tribune on November 12, 2021 and November 19, 2021, as required by section 50050 of the California Government Code for the notification of the unclaimed checks. All claims received before December 28th, a date not less than forty-five days after the first publication of the notice, were verified and processed as per sections 50051 and 50052 that describes the publication requirements and the claiming process by a party of interest.

Checks on the attached resolution remain outstanding and unclaimed and meet the criteria of sections 50050 and 50055 of the California Government Code that allows the City Council to transfer these funds from their respective funds to the General Fund.

There is no acceptable alternative. Leaving these unclaimed checks on the books as outstanding ties up City funds unnecessarily.

Financial Implications: Revenue in 100-01951-36212 Unclaimed Funds account will increase by \$12,516.46.

Environmental Considerations: None

Policy Implications: Consistent with City's Financial Policies

Resolution 2022-XXX

**Adopted by the City of South Lake Tahoe
City Council**

February 1, 2022

Authorizing the Transfer of Unclaimed Check Funds from their Respective Fund(s) to the General Fund Pursuant to California Government Code Sections 50050 Through 50057

BACKGROUND

- A. The checks on the attached list have been outstanding and unclaimed for more than three years and the City has provided public notice as required in California Government Code Sections 50050 and 50051 in addition to following the City's Unclaimed Check Policy.
- B. The City adopts this resolution in accordance with California Government Code sections 50050 through 50057.

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 the unclaimed checks on the attached list in the total amount of \$12,516.46 as the property of the City of South Lake Tahoe and authorizes and directs the Director of Finance to transfer the funds in those unclaimed checks from their respective funds to the General Fund's non-departmental revenue account.

Adopted by the City of South Lake Tahoe City Council on February 1, 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.

Attachment 1

Outstanding and Unclaimed Checks List (2021)

Checks from 10/01/2017 through 09/30/2018 outstanding for over 3 years and unclaimed - All Funds

Check Number	Payee ID	Payee Name	Check Date	Check Amount	Fund Type
262093	10823	CENTURY MANUFACTURING	11/8/2017	232.46	Special Revenue
262663	11664	VACASA LLC	1/5/2018	3,500.00	General
262714	11940	LOUIS HERNANDEZ	1/12/2018	434.00	Special Revenue
263697	12011	ANH NGUYEN	4/19/2018	50.00	Special Revenue
264587	3751	PLACER TITLE COMPANY	8/9/2018	800.00	General
265016	10656	MARY ANNE JOHNSON MCCALL	9/21/2018	7,500.00	Capital Improvement Fund
TOTAL \$				12,516.46	

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 5.



Agenda Item: Master Professional Service Agreement for Airport Architectural, Engineering, Construction Management, & Disadvantaged Business Enterprise Compliance Support Services

Executive Summary: The current Airport Architectural, Engineering, Construction Management contract will end on August 15, 2022. To provide continuity of service the Airport issued an Request for Qualifications on November 2, 2021. Two consultants responded to the advertisement: Wood Rogers, Inc. and Jviation, a Woolpert Company. A City selection committee convened to evaluate the Statement of Qualifications. Interviews were also held on January 11, 2022. Based on Federal Aviation Administration Advisory Circular 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects the City selection committee made an independent ranking of each respondent. The City selection committee recommends entering into an agreement with Jviation, a Woolpert Company.

Requested Action / Suggested Motions: Pass a motion authorizing and directing the Mayor to execute a master professional services contract with Jviation, a Woolpert Company, for Airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services for a 5-year term ending on August 15, 2027.

Responsible Staff Member: Mark Gibbs, A.A.E. Airport Manager

Responsible Staff Member: Mark Gibbs, A.A.E. Airport Manager (530) 542-6182

Reviewed and Approved By:

Heather Stroud, City Attorney
Susan Blankenship, City Clerk
Anush Nejad, Public Works Director
Olga Tikhomirova, Finance Director

Attachments:

- [01-Staff Report - Airport Services Contract.docx](#)
- [02- Jviation Contract.docx](#)
- [03-RANKING SHEET AIRPORT ENG ARCH SERVICES.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: Award 5-Year Master Professional Service Contract for Airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services

Location: 1901 Lisa Maloff Way, Suite 100, South Lake Tahoe, CA 96150

Responsible Staff Member: Mark Gibbs, Airport Manager (530) 542-6182

Background: The City is currently under contract with Jviation, a Woolpert Company to perform airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services. City Contract C-83-17 with Jviation ends on August 15, 2022. The Airport published a Request for Qualifications on PlanetBids on November 2, 2021. The Airport also advertised this solicitation with the American Association of Airport Executives industry trade publication called Airport Report. Statements of Qualifications were due on December 3, 2021. Interviews were held on January 11, 2022.

A Master Professional Services Agreement (PSA) is a multi-year contract between an airport sponsor and a consulting firm for specific airport architectural & engineering services referred to by the Federal Aviation Administration (FAA) as "A/E" contracts. Such agreements serve as the 'master contract' for future negotiated project specific services, commonly referred to as "contract amendments". Services and/or projects performed under a contract amendment must be identified in the "Scope of Services" section of the master professional services agreement. If services are desired that are outside of the Request for Qualifications solicitation a new formal solicitation is required to make the procurement eligible for Federal funding. Services performed under the 5-year master professional services agreement may be related to projects that involve federal, state, or local funding sources, or any combination thereof. The Airport Sponsor may have multiple PSAs in place for specific area of expertise or to accommodate project timing needs.

The solicitation for Airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services covers a 5-year contract period ending in August 2027. Awarding a contract now provides for an unbroken continuity of services to the airport to support capital improvements which typically occur in the summer when the current A/E contract expires.

Issue and Discussion: The guidelines contained in FAA Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* are recommended by the FAA to comply with Title 49 Code of Federal Regulations (CFR) § 18.36 when selecting consultants for airport projects funded under federal grant programs. The Airport Sponsor shall clearly identify the desired services, projects, and the role of the consultant in both the Request for Qualifications (RFQ) and the Agreement for a period not to exceed five (5) years.

Each contract amendment for project specific services should be reviewed by the Sponsor and the FAA to ensure that the project scope and fee is appropriate and that contracting complies with applicable Federal Aviation Administration Advisory Circulars.

The selection must be made based on the consultant's qualifications only. Costs may not be considered during the selection process. Interviews may be held by the Airport Sponsor but are not a requirement. All contracts must be negotiated following Title IX of the Federal Property and Administration Services Act of 1949.

The City received two proposals from Woods Rogers, Inc. and Jviation, a Woolpert Company. The City's Selection Committee consisted of Mark Gibbs, Airport Manager; Randy Carlson Public Works Associate Engineer, Milan Jevic, Airport Maintenance Supervisor and Ben Hannah, City Finance Accountant II. The City Selection Committee selected Jviation, a Woolpert Company as the most qualified respondent based on the rating score outlined in the RFQ advertisement

The recommendation for possible award was made in conformance with both Federal requirements to maintain eligibility for future possible airport grant funding through the FAA Airport Improvement Program.

Staff recommends the following action(s) for City Council:

- 1. Pass a motion authorizing the Mayor to execute a five-year master professional services contract to Jviation, a Woolpert Company of Dayton, Ohio for Airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services ending May August 15, 2027.***

Financial Implications: There is no financial implication to this 5-Year Master PSA at this time. Specific projects completed under this PSA that exceed \$50,000 will be brought before the City Council for consideration per the City's Procurement Policies & Procedures (as amended).

Contract Amendment fees are established through a negotiation process to determine a fair and reasonable price on a project specific basis following FAA Advisory Circular 150/5100-14E, the airport sponsor is obligated by the Advisory Circular and 49 CFR § 18.36 to prepare an Independent Fee Estimate (IFE) for every contract amendment using Federal funding sources. The FAA also must concur that the scope of work contemplated for each contract amendment is eligible for possible federal funding under the FAA AIP Grant program.

The sponsor is required to either retain staff that are experienced in the preparation of an IFE, engage the services of an independent and objective consultant, or the sponsor may work with Caltrans personnel to develop an IFE. The sponsor must submit the IFE along with the A/E consultant's cost proposal to the Airports District Office to allow FAA staff to review the reasonable nature of the fees and issue a determination to ensure against uncompetitive pricing (2 CFR §200.323).

All fees negotiated as part of a Federal AIP grant must be within 10% of the independent fee estimate of a firm with similar airport specific qualifications. The IFE must have specific professional experience with the tasks related the project scope to ensure an accurate third-party assessment. All contract amendments are done on a project by project basis. If the Consultant and the City cannot reach agreement during negotiation for any contract amendment fees, the next ranked Consultant from the RFQ qualification-based selection process will be contacted and

offered the project work. Negotiation will be initiated with the second firm using same requirement for conformance to the independent fee estimate.

Environmental Considerations: Execution of this agreement for on-demand airport architectural and engineering consultant services is statutorily exempt from environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15262 (feasibility and planning studies) because it involves possible future actions which the City has not approved, adopted, or funded and does not have a legally binding effect on later activities.

Policy Implications: There are no policy implications associated with this request for City Council direction.

CITY OF SOUTH LAKE TAHOE
AIRPORT MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 1ST day February 2022 by and between the City of South Lake Tahoe, a municipal corporation ("City") and Jviation, a Woolpert 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 on August 16, 2022 and continue for five (5) 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. 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. 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 Sub-Consultant 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.
7. 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.

8. Independent Consultant. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent Consultant 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, Consultants or Sub-Consultant hired or retained by Consultant are employees, agents, Consultants or Sub-Consultant 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.

9. 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)].

10. 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.
11. 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.

12. 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.
13. 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 Sub-Consultant, 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.

14. 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 Sub-Consultant 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 Sub-Consultant'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 Sub-Consultant. 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 Sub-Consultant to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the Sub-Consultant 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.

15. 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: Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150
Tel: (530) 208-8074
Email: mgibbs@cityofslt.us

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150
Tel: (530) 542-7478
Email: hstroud@cityofslt.us

If to Consultant: Jviation, a Woolpert Company
35 S. 400 W.
Saint George, UT 84770
Tel: (435) 574-5318
Email: Kirk.Nielsen@woolpert.com

Provide a copy to:

16. 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 Sub-Consultant. Nothing in the Agreement shall create any contractual

relationship between City and Sub-Consultant 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 Sub-Consultant other than as otherwise required by law.

17. 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.
18. 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.
19. 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.
20. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent Consultants 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 Consultant 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.
21. 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.

- 22. 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 Consultants shall certify and disclose accordingly.
- 23. 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.
- 24. 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. Time is of the Essence. Time is of the essence for this Agreement.
30. 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.
31. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.
- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
 - b. The goals and timetables for minority and female participation, expressed in percentage terms for the Consultant's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	3.78% Race Conscious
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Consultant's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Consultant performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for

such geographical area where the work is actually performed. With regard to this second area, the Consultant also is subject to the goals for both its federally involved and non-federally involved construction.

The Consultant's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Consultant shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Consultant to Consultant or from project to project for the sole purpose of meeting the Consultant's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- a. The Consultant shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-Consultant; employer identification number of the Sub-Consultant; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- b. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of South Lake Tahoe, El Dorado County, California.

32. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Consultant or its Sub-Consultant may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and

remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

33. General Civil Rights Provisions. The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and Sub-Consultant from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
34. Title VI Solicitation Notice. The City of South Lake Tahoe, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
35. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:
 - a. Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract
 - b. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Consultant, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of

equipment, each potential Sub-Consultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- d. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a Sub-Consultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

36. Clean Air and Water Pollution Control. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes

responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant must include this requirement in all subcontracts that exceeds \$150,000.

37. Contract Workhours and Safety Standards Act Requirements.

- a. Overtime Requirements. No Consultant or Sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any Sub-Consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and Sub-Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- c. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or Sub-Consultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or Sub-Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
- d. Sub-Consultant. The Consultant or Sub-Consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and

also a clause requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any Sub-Consultant or lower tier Sub-Consultant with the clauses set forth in paragraphs (1) through (4) of this clause.

38. Copeland "Anti-Kickback" Act. Consultant must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and Sub-Consultant are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Sub-Consultant must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.
39. Davis-Bacon Act.
 - a. Minimum wages.
 - i. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (42)(d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29

CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (42)(b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its Sub-Consultant at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- ii. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - 2. The classification is utilized in the area by the construction industry; and
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- iii. If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- iv. In the event the Consultant, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount

designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- v. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (42)(ii) (1) or (2) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - vi. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - vii. If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.
- b. Withholding. The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant under this contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant or any Sub-Consultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Consultant,

Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and Basic Records.

- i. Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. A. The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee

(e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Consultant is responsible for the submission of copies of payrolls by all Sub-Consultant. Consultants and Sub-Consultant shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant to require a Sub-Consultant to provide addresses and social security numbers to the prime Consultant for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant or Sub-Consultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
3. Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as

specified in the applicable wage determination incorporated into the contract.

- iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
 - iv. The falsification of any of the above certifications may subject the Consultant or Sub-Consultant to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
 - v. The Consultant or Sub-Consultant shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Consultant or Sub-Consultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- d. Apprentices and Trainees.
- i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an

apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-Consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees

shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- e. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- f. Compliance with Copeland Act Requirements. The Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- g. Subcontracts. The Consultant or Sub-Consultant shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any Sub-Consultant or lower tier Sub-Consultant with all the contract clauses in 29 CFR Part 5.5.
- h. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Consultant and a Sub-Consultant as provided in 29 CFR 5.12.
- i. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts

contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

- j. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its Sub-Consultant) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- k. Certification of Eligibility.
 - i. By entering into this contract, the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

40. Disadvantaged Business Enterprises. The Consultant or Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Consultant from future bidding as non-responsible.

The Prime Consultant agrees to pay each Sub-Consultant under this prime contract for satisfactory performance of its contract no later than sixty (60) days from the receipt of each payment the prime Consultant receives from the City of South Lake Tahoe. The prime Consultant agrees further to return retainage payments to each Sub-Consultant within sixty (60) days after the Sub-Consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of South Lake Tahoe. This clause applies to both DBE and non-DBE Sub-Consultant.

41. Texting When Driving. In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.
42. Energy Conservation Requirements. Consultant and Sub-Consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).
43. Equal Opportunity Clause. During the performance of this contract, the Consultant agrees as follows:
- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Consultant’s

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

44. Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping,

and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

45. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Sub-Consultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

46. Prohibition of Segregated Facilities.

- a. The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- b. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- c. The Consultant shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

47. Procurement of Recovered Materials. Consultant and Sub-Consultant agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions

of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and Sub-Consultants are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b. The Consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Consultant can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b. Fails to meet reasonable contract performance requirements;
- c. Is only available at an unreasonable price.

48. Rights to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Consultant must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

49. Seismic Safety. In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

50. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of

termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

51. Termination for Cause. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a. **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - i. Perform the services within the time specified in this contract or by Owner approved extension;
 - ii. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors

or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b. Termination by Consultant. The Consultant may terminate this Agreement in whole or in part, if the Owner:
- i. Defaults on its obligations under this Agreement;
 - ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - iii. Suspends the Project for more than one hundred and eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

52. Veterans Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

53. Time Overruns Beyond Control of Consultant. On airport architectural/engineering construction contract amendments to the Master Professional Services Agreement, the Consultant must provide the City with amendment language that states the period of time as specified by the number of contract days for which the compensation applies. The consultant must be

reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional consultant technical inspection services that would result from Construction Contractor or City caused construction delays should be included in the liquidated damages established for Airport Improvement Program (AIP) construction contracts.

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

CITY OF SOUTH LAKE TAHOE:

CONSULTANT: Aviation, A WOOLPERT
COMPANY

By _____

Devin Middlebrook, Mayor

By _____

Kirk Nielsen, P.E., Office Manager

Business License # 3841623

APPROVED AS TO FORM:

By _____

Heather Stroud, City Attorney

ATTEST:

By _____

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Anti-Lobbying Certification

Exhibit C - Trade Restriction Certification

Exhibit D - Tax Delinquency and Felony Convictions Certification

Exhibit E - Certification of Offerer/Bidder Regarding Debarment

EXHIBIT A

SCOPE OF SERVICES

Basic services are utilized in four distinct and sequential phases for Engineering/ Architectural Development work. Proposers are required to set out their qualifications in performing tasks outlined in these four sequential phases. A “qualified” firm shall have at least seven (7) years of experience: 1.) airport design and engineering standards with an emphasis on airfield pavement performance in an area with significant freeze thaw cycles, 2.) preparation of FAA AIP grant applications and AIP grant criteria, 3.) preparation of design and project plans/specifications for FAA AIP grant projects, 4.) knowledge of California Government Procurement requirements and 5.) serving as grant manager and project manager during the construction phase of development projects involving FAA, and/or other federal or state agencies. Architectural & Engineering Services: This category includes the basic architectural/engineering services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic. The basic services are usually conducted in, but are not limited to, the five distinct and sequential phases summarized below.

1. Preliminary Phase – This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:
 - a. Coordinating with the Sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
 - b. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
 - c. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
 - d. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
 - e. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

2. Design Phase – This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
 - e. Preparing Construction Safety and Phasing Plan (CSPP).
 - f. Printing and providing necessary copies of engineering drawings and contract specifications.
3. Bidding and Negotiation Phase – These activities are sometimes considered part of the construction phase. They involve assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.
4. Construction Phase – This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:
 - a. Providing consultation and advice to the Sponsor during all phases of construction.
 - b. Representing the Sponsor at preconstruction conferences.
 - c. Inspecting work in progress periodically and providing appropriate reports to the Sponsor.
 - d. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
 - e. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
 - f. Assisting in the negotiation of change orders and supplemental agreements.
 - g. Observing or reviewing performance tests required by specifications.

- h. Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
 - i. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
 - j. Reviewing operations and maintenance manuals.
- 5. Project Closeout Phase – This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:
 - a. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
 - b. Providing record drawings.
 - c. Preparing summary of material testing report
 - d. Preparing summary of project change orders
 - e. Preparing grant amendment request and associated justification, if applicable.
 - f. Preparing final project reports including financial summary.
 - g. Obtaining release of liens from all contractors.
- 6. Special Services. The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Consultants performing special services may be employed directly by the Sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:
 - a. Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
 - b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Photogrammetry surveys.
 - f. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.

- g. Special environmental studies and analyses.
- h. Expert witness testimony in litigation involving specific projects.
- i. Project feasibility studies.
- j. Public information and community involvement surveys, studies, and activities.
- k. Preparation of record drawings.
- l. Assisting the Sponsor in the preparation of necessary applications for local, State, and Federal grants.
- m. Preparation of an as-built airport layout plan.
- n. Preparation of property maps.
- o. Preparation of quality control plan.
- p. Preparation of final report.

Contemplated airport capital development projects under this contract may include, but are not limited to, any of the following projects below over the five-year contract period (not in order of priority). Project work will be based on funding availability (local, state and federal). Respondents are advised that some services may not be required and the Sponsor reserves the right to initiate an additional procurement action for any project or service not included in this RFQ during the contracting period. The negotiation of the fee services shall occur at the time those services are needed as specified in Federal Aviation Administration Advisory Circular 150/5100-14E Change 1, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. Examples of fee schedule and scope of work are provided in Appendices C and E of Federal Aviation Administration Advisory Circular 150/5100-14E Change 1. An independent cost analysis maybe performed for each of these project negotiations at the time a project is ripe to progress forward. If a price cannot be agreed upon between the owner and the selected firm and negotiations are terminated, negotiations may be initiated with the second top rated firm, if one exists.

- 1. FY 2023. Locally Funded. Taxilane Delta rehabilitation project that requires minimal design, bid preparation and construction management for 4" asphalt pavement removal with milling machine and 4" polymer modified asphalt lift overlay. Conversely asphalt paving replacement could be placed in two 2" lifts, not a single 4" lift. Includes recommendation for 100 CY of unsuitable soil replacement. Locally funded project will not be installed at FAA standards.
- 2. FY 2024. AIP/Caltrans funded Engineering and Design Only; Rehabilitate Runway 18/36 (crack repair and seal coat application), Remove High Speed Taxiways E/F, Remove

Taxiway J, Remove Portion of decommissioned Taxiway H, remove excess pavement on S. end of Taxiway A, construct 3 x new 90 degree connector Taxiways to Runway 18/36 in new locations, rename Taxiways based on current FAA Standard, Install new LED airfield signs, Investigate Magnetic variation runway designation change. Start design only grant application in fall 2023 with expected design only grant award in early summer 2024 and a final bid ready design plans must be ready by January 15, 2025.

3. FY 2025. AIP/Caltrans funded Construction Management, Engineering, Construction Bid Preparation/Award support and Project Closeout; Rehabilitate Runway 18/36 (crack repair and seal coat application), Remove High Speed Taxiways E/F, Remove Taxiway J, Remove Portion of decommissioned Taxiway H, remove excess pavement on S. end of Taxiway A, construct 3 x new 90 degree connector Taxiways to Runway 18/36 in new locations, rename Taxiways based on current FAA Standard, Install new LED airfield signs, possible magnetic variation runway designation change. A construction grant is anticipated for application in November 2024, with bid taking place in February 2025, and grant award anticipated spring 2025. Construction to start in summer 2025 with a project conclusion by end of September 2026.
4. FY 2026. AIP/Caltrans funded design, engineering, construction management, Construction Bid Preparation/Award support and Project Closeout; Rehabilitate General Aviation Apron sections C16, C17, C19, C20, C23, C21, C22, C24, C25, C26, C15, C12, C29, C27 (75,000 SY). Includes crack sealing, surface coat treatment (pavement preservation) marking and striping and new locations for aircraft tie down anchors that fit current critical aircraft geometry and existing pavement markings for pavement sections C21, C23, C22, C24, C25, and C26. AIP Grant application is anticipated in fall 2025 with bid anticipated in February 2026 and grant award made in spring 2026. Work to commence in August/September 2026 with a project conclusion during end of June 2027.
5. FY 2027. Locally funded. Coordinate with Airport Environmental Consultant on NEPA Environmental Studies (EA/Mitigated Negative Declaration or EIS/EIR) under a separate consultant services agreement for tree obstruction

removal. No project anticipated under this recruitment during this fiscal year.

6. Undetermined Timing. City funded crack seal, hot patch repairs to minor sections and slurry seal pavement surface treatment for Lisa Maloff Way (Landside Airport Access Road) pavement sections C32 including a portion of the Airport Terminal Parking Lot pavement sections C33, C34, C35 and Taxilane D C29, C30 (crack seal, hot patch repairs, micro-pavement; pavement preservation). Bid preparation and construction management for pavement preservation work. Timing is funding driven and may include some engineering technical support on best low-cost strategies to extend the life of the pavement that does not involve a mill and replacement of the asphalt.
7. Undetermined Timing. City Funded architectural services for relocating Development Services Division from 1052 Tata Lane to Airport Terminal Building. Architectural design and engineering to remodel portions of the terminal building to convert to efficient use by the Development Services Division, hazardous materials inventory and abatement, remodeling design/floor plan layout for future RFP, RFP advertisement document preparation, City Public Works contract preparation, and construction management oversight during terminal remodeling efforts. All permit approvals to be obtained by Consultant. No specific timeline establish demand driven by City Manager and needs of the Development Services Division.
8. Undetermined Timing. Construction Management and Engineering Services-Airport Obstruction Tree Removal. Due to the complex nature of the regulatory structure and land ownership control of properties surrounding the Lake Tahoe Airport, this project element is not very well defined at the time of issuing this RFQ. Caltrans Division of Aeronautics may require some hazardous tree removal work on trees either on airport property or off-airport property to ensure unrestricted use of the airport during the contract period. The Engineer may assist the Airport Sponsor with design, bid preparation and special services forestry support services in order to facilitate tree removal based on the direction of Caltrans and/or the Federal Aviation Administration. Work would most likely be funded through local funds and/or California specific

forestry management grants such as the Cal-Fire Fire Prevention Program or Southern Nevada Public Land Management Act aimed at hazardous vegetative management to harden airport facilities against the risk of wildland fires in the wildland urban interface or remove trees that pose hazards to aircraft. Driven by ability of the Sponsor to secure funding to implement a project.

9. Undetermined Timing. City funded Airport Terminal Building Membrane Roof Replacement Project. Prepare design, engineering specification and bid documents for RFP by City. Provide engineering analysis to recommend replacement roofing system for the airport terminal building to the Sponsor. Administer construction management and quality control services on behalf of the Sponsor to ensure long term viability for replacement roofing system. Engineering analysis is expected to begin in summer 2026 and with installation in spring 2027.
10. Undetermined Timing. City Funded 2" mill and fill for asphalt airport vehicle service road connecting Lisa Maloff Way to AOA access Gates V1 & V2. Consultant to provide design and bid document preparation and construction management services for this pavement rehabilitation project (2" mill and overlay). Project anticipated as funding source is identified during the contract year.

EXHIBIT B

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: Jviation, a Woolpert Company
Kirk Nielsen, P.E

By: _____

EXHIBIT C

TRADE RESTRICTION CERTIFICATION

Trade Restriction Certification. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a Sub-Consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require Sub-Consultant provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or Sub-Consultant:

- a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or,
- b. whose Sub-Consultant are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or,
- c. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Sub-Consultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or Sub-Consultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Consultant: Jviation, a Woolpert Company
Kirk Nielsen, P.E

By:_____

EXHIBIT D

TAX DELINQUENCY AND FELONY CONVICTION CERTIFICATION

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications (Check one)

- 1) The applicant represents that it is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ☐ is not ☐ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Consultant: Jviation, a Woolpert Company

Kirk Nielsen, P.E

By: _____

EXHIBIT E

CERTIFICATION OF OFFERER / BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Consultant: Jviation, a Woolpert Company

Kirk Nielsen, P.E

By: _____

**ENGINEERING & ARCHITECTURAL SERVICES
LAKE TAHOE AIRPORT 2022-2027
Initial Submittal Review Ranking Sheet
Statement of Qualifications December 3, 2021**

Company Name	Mark Gibbs (Ranking)	Milan Jevic (Ranking)	Ben Hannah (Ranking)	Randy Carlson (Ranking)	Avg. Ranking Score
Wood Rogers, Inc.	73 (2)	87 (2)	88 (2)	87 (1)	1.75
Jviation, Inc.	90 (1)	95 (1)	94 (1)	80 (2)	1.25

**Final Ranking Sheet
January 11, 2021 Interview Question Response**

Company Name	Mark Gibbs (Ranking)	Milan Jevic (Ranking)	Ben Hannah (Ranking)	Randy Carlson (Ranking)	Avg. Ranking Score
Wood Rogers, Inc.	80 (2)	89 (2)	Absent	84 (2)	2
Jviation, Inc.	94 (1)	90 (1)	Absent	92 (1)	1

Firm	Total Avg. Ranking (Lowest Score is Awardee)
Wood Rogers, Inc.	1.875
Jviation, Inc.	1.125

Firm Recommended For Selection: Jviation, a Woolpert Company

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 6.



Agenda Item: Application to CalRecycle for SB 1383 Local Assistance Grant Program

Executive Summary: The state is offering a non-competitive grant program through CalRecycle to assist local governments in implementing the requirements for organic waste collection and recycling in Senate Bill (SB) 1383. The City of South Lake Tahoe is entitled to \$31,710 of grant funds. Staff intends to apply for this grant and use these funds towards education and outreach and related personnel costs. Education and outreach will focus on commercial generators of organic waste and on visitors to our city, as both groups have been identified as needing more assistance with the new requirements than residential generators. Personnel responsible for this program will include our newly created Sustainability Coordinator who is starting with the City in February 2022.

Requested Action / Suggested Motions: Pass a Resolution Authorizing Submittal of a Grant Application to CalRecycle related to SB 1383 organic waste program for a grant in the amount of \$31,710.

Responsible Staff Members: Anush Nejad, Director of Public Works and Heather Stroud, City Attorney

Responsible Staff Member: Anush Nejad, Director of Public Works - (530) 542-6031 and Heather Stroud, City Attorney - (530) 542-6046

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Director of Finance

Heather Stroud, City Attorney

Attachments:

[01-Staff Report - CalRecycle Grant.docx](#)

[02-Resolution CalRecycle Grant.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: Ratification of Grant Application to CalRecycle for SB 1383 Local Assistance Grant Program

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031 and Heather Stroud, City Attorney (530) 542-6046

Background: In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). SB 1383 sets targets to reduce organic waste disposal by 50 percent by 2020 and 75 percent by 2025. The law also includes a target to recover at least 20 percent of currently disposed of surplus food by 2025 for human consumption.

The Department of Resources Recycling and Recovery (CalRecycle) is administering a one-time grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to SB 1383 and SB170 Budget Act of 2021. This non-competitive grant program provides \$57,000,000 of funding to local jurisdictions to assist with the implementation of regulatory requirements associated with SB 1383, including but not limited to:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (for organic waste & edible food recovery requirements)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements
- Record Keeping

Issue and Discussion: The City of South Lake Tahoe is eligible for the CalRecycle grant because we have adopted an enforceable ordinance implementing SB 1383 (City Council Ord. No. 2021-1157). The grant amount is based on agency population. The City is eligible to receive \$31,700. There is no requirement for matching funds. The grant application is due on February 1, and a Resolution supporting the application must be submitted by March 1, 2022.

Staff met with staff from South Tahoe Refuse to determine the best use of the grant funds. The City intends to use these grant funds towards education and outreach and related personnel costs. Education and outreach will focus on commercial generators of organic waste and on visitors to our City, as both groups have been identified as needing more assistance with the new requirements than residential generators. Personnel responsible for this program will include our newly created Sustainability Coordinator who is starting with the City in February 2022, with support from Park Rangers (formerly Youth Ambassadors), a seasonal program that the City initiated in Summer 2021 and plans to continue this year. The Park Ranger program is a collaboration with Lake Tahoe Community College and South Tahoe High School to provide

job opportunities to local youth with a focus on interacting with park users in heavily used recreational sites within the City to encourage good stewardship of our natural surroundings, including proper trash disposal.

The City of South Lake Tahoe received a high-elevation waiver from the requirement to separate and recover food waste and food-soiled paper starting January 1, 2022. However, this grant can assist with the overall program goal and public education.

Financial Implications: There are no matching grant fund requirements. If awarded, funds should be appropriated into the FY 2021/2022 budget, account 100-01967 Sustainable South Lake Tahoe, as follows:

Cal Recycle Revenue 33243:	\$31,700
Sustainability Expenses 44039:	\$16,700
Personnel Expenses 41015:	\$15,000

Environmental Considerations: The appropriation of funds for the above-mentioned projects is not a project requiring review under the California Environmental Quality Act (CEQA) pursuant to 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 physical impact on the environment).

Policy Implications: The grant application will support the City's solid waste management efforts and support the SB 1383 recycling program.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe

City Council

February 1, 2022

Authorizing submittal of application(s) for Senate Bill 1383 CalRecycle Grant Program

BACKGROUND

- A. Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment.
- B. In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs and administration of the application, awarding, and management of the grant programs.
- C. CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants and payment programs.
- D. CalRecycle has released a Notice of Funds Available for a one-time grant program to provide aid to local jurisdictions in implementing regulations adopted by CalRecycle under Senate Bill (SB) 1383 regarding organic waste.
- E. The City of South Lake Tahoe is eligible for the first round of funding under this grant because the City Council adopted an enforceable ordinance to implement SB 1383 (City Council Ord. No. 2021-1157), which became effective on January 1, 2022.

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 submittal of an application to CalRecycle for SB 1383 grant funding in the amount of \$31,700, with no local match required.
2. Authorizes and empowers City Manager or designee to execute in the name of the City of South Lake Tahoe all documents, including but not limited to, applications,

agreements, amendments, and requests for payment, necessary to secure funds and implement the approved grant.

3. Authorizes a budget amendment for the CalRecycle grant of \$31,700, if awarded, with funds to be appropriated into the FY 2021/2022 budget account 100-01967 Sustainable South Lake Tahoe, as follows:

Cal Recycle Revenue 33243:	\$31,700
Sustainability Expenses 44039:	\$16,700
Personnel Expenses 41015:	\$15,000

Adopted by the City of South Lake Tahoe City County on February 1, 2022, by the following vote:

Yes:

No:

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.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 7.



Agenda Item: Authorization to Pursue Grant Funding from Various Grant Funding Programs for Public Works Environmental Improvement Program (EIP) Projects

Executive Summary: The City was awarded a \$6,922,904 implementation grant from the State Water Resources Control Board to construct the Tahoe Valley Greenbelt and Stormwater Improvement Project. The Engineer's Estimate of Probable Construction Costs indicates the total cost of construction plus 10% contingency is approximately \$13.8 million. Therefore, Public Works is seeking approximately \$6.9 million dollars to fully fund construction of the Project. The Clean California Grant Program has a call for projects for up to \$5 million per submitted grant application.

Public Works is also seeking funding to design and construct the Greenway 1C project. California Recreational Trails Program has requested applications for projects that develop new recreational trails. Other Public Works EIP projects may be eligible for grant funding being offered from the Recreational Trails Program and Land & Stormwater Conservation Fund.

Requested Action / Suggested Motions: 1) Pass a Resolution authorizing the Department of Public Works to submit grant applications to various grant funding programs for Public Works EIP Projects, 2) Pass a Resolution approving the filling of a Grant Application for Grant Funds from the Recreational Trails Program; and 3) Pass a Resolution approving the application for Land and Water Conservation Fund for the Tahoe Valley Stormwater & Greenbelt Improvement Project.

Responsible Staff Member: Stan Hill, Engineering Manager and Jason Burke, Stormwater Coordinator

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

Jason Burke, Stormwater Coordinator (530) 542-6038

Reviewed and Approved By:

Susan Blankenship, City Clerk

Olga Tikhomirova, Finance Director

Heather Stroud, City Attorney

Attachments:

[01-Staff Report-Grant Authorization-EIP.docx](#)

[02-Location Map.pdf](#)

[03-Resolution - EIP Projects.docx](#)

[04-Resolution - Recreational Trails Program.doc](#)

[05-Resolution-LWCF Grant.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: Authorization to Submit Grant Applications for Various Environmental Improvement Program Projects

Location: Tahoe Valley drainage watershed, inclusive to the "Greenbelt" area located behind The Crossing (AKA "factory stores") at the South Y and the drainage watershed extending between west F Street down to Tahoe Keys Blvd (see Attachment 02, Project Location Map) and a remaining segment of the Dennis T. Machida Memorial Greenway (South Tahoe Greenway Phase 1c, Herbert to Ski Run Blvd.), see attached Project Location Map.

Responsible Staff Member: Stan Hill, Engineering Manager (530) 542-6039
Jason Burke, Stormwater Program Coordinator (530) 542-6038

Background: The Public Works Department is working on a variety of projects included in the CIP and the Lake Tahoe Environmental Improvement Program (EIP), including the Tahoe Valley Greenbelt and Stormwater Improvement Project and Phase 1c of the Dennis T. Machida Memorial Greenway Trail (South Tahoe Greenway). There are a variety of grant funding opportunities that staff recently received notification on, including:

- Clean California Local Grant Program (with Caltrans providing \$296 million in funding for local beautification projects). Grant applications due February 1, 2022
- Recreational Trail Program (\$5.7 million in federal funding for California's apportionment of Fixing America's Surface Transportation [FAST] Act). Grant applications due March 1, 2022
- Land and Water Conservation Fund (with National Park Service providing \$45 million in funding for local agencies). Grant applications due February 1, 2022

In accordance with City policies, Public Works staff is requesting authorization to pursue the above-mentioned grants for the following projects, including the anticipated match that these grants would require.

Tahoe Valley Greenbelt and Stormwater Improvement Project

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

- Storm water treatment and stream environment zone (SEZ) enhancement;
- Infrastructure related beautification and placemaking projects;
- Bicycle and pedestrian improvements; and
- Community park and public space enhancements within the core of the Tahoe Valley town center (Greenbelt area).

The Greenbelt includes an area-wide stormwater treatment system designed in conjunction with the Tahoe Valley Stormwater Improvement elements in the watershed above and below the Greenbelt area (see Attachment, 02-Project Map). Proposed Project improvements will lead to a reduction of pollutant loads entering the Upper Truckee River and Lake Tahoe in urban stormwater runoff and beautification and

placemaking infrastructure (including improved community park and public open spaces, use of permeable pavements, walking and biking facilities, public art and wayfinding signage).

The Project area can be characterized as three specifically defined regions as follows:

1. Upper Region – F Street to Emerald Bay Road;
 2. Central Region – Greenbelt area between Emerald Bay Road and U.S. 50; and
 3. Lower Region – U.S. 50 down to Tahoe Keys Blvd.
- Phase 1 of the Project includes the Upper Region (1) and the Lower Region (3) of the Project area.
 - Phase 2 consists of the Central Region (2), Greenbelt area.

Dennis T. Machida Memorial Greenway (South Tahoe Greenway Phase 1c Bikeway Project – Herbert Ave. to Ski Run Blvd.)

The Dennis T. Machida Memorial Greenway (Greenway) was initiated by the California Tahoe Conservancy before 2010, with the vision of connection the Tahoe Sierra neighborhood to Van Sickle Bi-State Park, completing a non-motorized transportation network in the South Shore.

A CEQA document was completed by the Conservancy in 2011 and 2016, and the Conservancy completed Phase 1 (Glenwood Way to Herbert Avenue) of the project in 2015. El Dorado County recently completed Phases 1b & 2, closing bike trail gaps between Sierra Boulevard and Glenwood Way. Phase 2 of the County administrated section of the Greenway includes new bike trail, elevated boardwalk over existing stream environment zone (SEZ), and a new bike bridge over Trout Creek.

Greenway, Phase 1c has stalled out due to alignment conflicts with private property acquisition needs along Pioneer Trail. The Conservancy has expressed interest in having the City move the project forward to resolve the issues to complete the pathway, including a crossing over Bijou Park Creek and the associated stream environment zone near Blackwood Road and Pioneer Trail.

Issue and Discussion: The estimated cost to construct the entire Tahoe Valley Greenbelt and Stormwater Improvement Project is \$13,500,000. In February 2021, the City was awarded a State Water Resources Control Board (SWRCB), Proposition 1 grant in the sum of \$6,922,904 along with proposed match of \$692,290.00 approved by City Council for set-aside from General Fund Undesignated Reserves (originally set aside as \$769,212) for a total of \$7,615,194, which will cover all construction expenses for Phase 1, and a portion of Phase 2 of the Project.

The City does not have sufficient funding to bid the entire Project within a single overall Project bid. Therefore, Phase 1 will be bid independently of Phase 2 and constructed in 2022; Phase 2 construction is scheduled to occur in 2023 if the award of grant funding does not allow bidding, awarding, and constructing Phase 2 in 2022. If funding cannot be acquired in time to construct both Project phases in 2022, Public Works will strive to acquire the necessary funding to fund all of Phase 2 (Greenbelt) improvements over the next year.

One of the three grant opportunities listed in the Background section of this staff report, Clean California Local Grants Program is a possible grant source for acquiring the remaining funding to complete Phase 2 of the Tahoe Valley Stormwater & Greenbelt Improvement Project.

The Recreational Trails Program (RTP) offers the possibility of acquiring grant funding for the Dennis T. Machida Memorial Greenway, Phase 1c Bikeway Project. Staff is in the process of analyzing the grant details of both grant sources (RTP, and LWCF) and cost estimates of the project. The total grant match will depend upon final grant application amount. The City appropriated ARPA funding in the sum of \$200,000, to the Greenway Project, Phase 1c. Public Works anticipates the need of another \$400,000 plus local match funding for development of the Plans, Specifications and Estimate (PS&E) documents. If the City is awarded \$400,000 in grant funding from one of the above listed sources, the local matching contribution could be as much as \$200,000 (50%), or as minimal as \$48,000 (12%) depending on which

grant source presents the best application. The Recreational Trails Program requires a 12% match and the Land and Water Conservation Fund grant requires 50% match. Public Works understands the ARPA funding is not eligible for meeting the local match contribution to the Greenway project.

Financial Implications: Currently, implementation grant funding awarded to the Tahoe Valley Greenbelt and Stormwater Improvement Project is limited to the pending SWRCB Proposition 1 grant in the sum of \$6,922,904 and the City Council's previously committed 10% match of \$692,290 for a total of \$7,615,194.

The Engineer's Estimate of Probable Construction Cost, including a 10% construction contingency is \$13,500,000. The Project budget need is the difference between the estimated construction cost and the existing pending grant funding as follows: Remaining Funding Balance Needed: \$13,500,000 - \$7,615,194 = **\$5,884,806**.

The pending SWRCB grant coupled with the City 10% match is estimated to be sufficient to complete Phase 1 of the Project and begin Phase 2. However, to complete the entire Project, the City must acquire approximately \$5.9 million in additional funding. Public Works is requesting permission to apply for at least \$5 million in additional implementation funding from the Clean California Local Grant Program to help fund construction of Phase 2 for the Tahoe Valley Greenbelt and Stormwater Improvement Project.

The Clean California Local Grant Program, local match requirement is based on the "severity of disadvantage" (SOD) of the community surrounding the project, ranging from 0% (i.e. no local match required) to 50%. Based on preliminary assessment of the SOD methodology and Census data for the areas around the central greenbelt, the City would be required to provide a 37.5% match, or approximately \$1,875,000. Public Works was recently informed the awarded State Water Resources Control Board, Proposition 1 grant may be used to meet the \$1,875,000 local match requirement. Therefore, Public Works does not anticipate General Fund local match for the Clean California grant, if awarded to the City.

In addition, Public Works would like to submit an application for an estimated \$400,000 in grant funding from the Recreational Trails Program or Land and Water Conservation grant programs for the Dennis T. Machida Memorial Greenway, Phase 1c Bikeway Project, with an estimated match requirement of \$48,000 - \$200,000. Upon final submittal of grant applications, staff will notify the Finance Director of the actual potential match commitment.

Proposed Project improvements will include City operations and maintenance (O&M) costs. Bike trail maintenance expenses will be mostly offset by the Measure R and Measure S bond funding that contributes \$5,000 per year per mile of bike trail. Proposed drainage improvements will add to the Street Maintenance costs, but the storm drain collection and treatment system will reduce flooding frequency while providing water quality treatment. The storm drain improvements will assist the City with meeting mandated TMDL reduction goals. Project benefits far outpace the cost of O&M due to the multiple benefits noted in the Background section of this staff report.

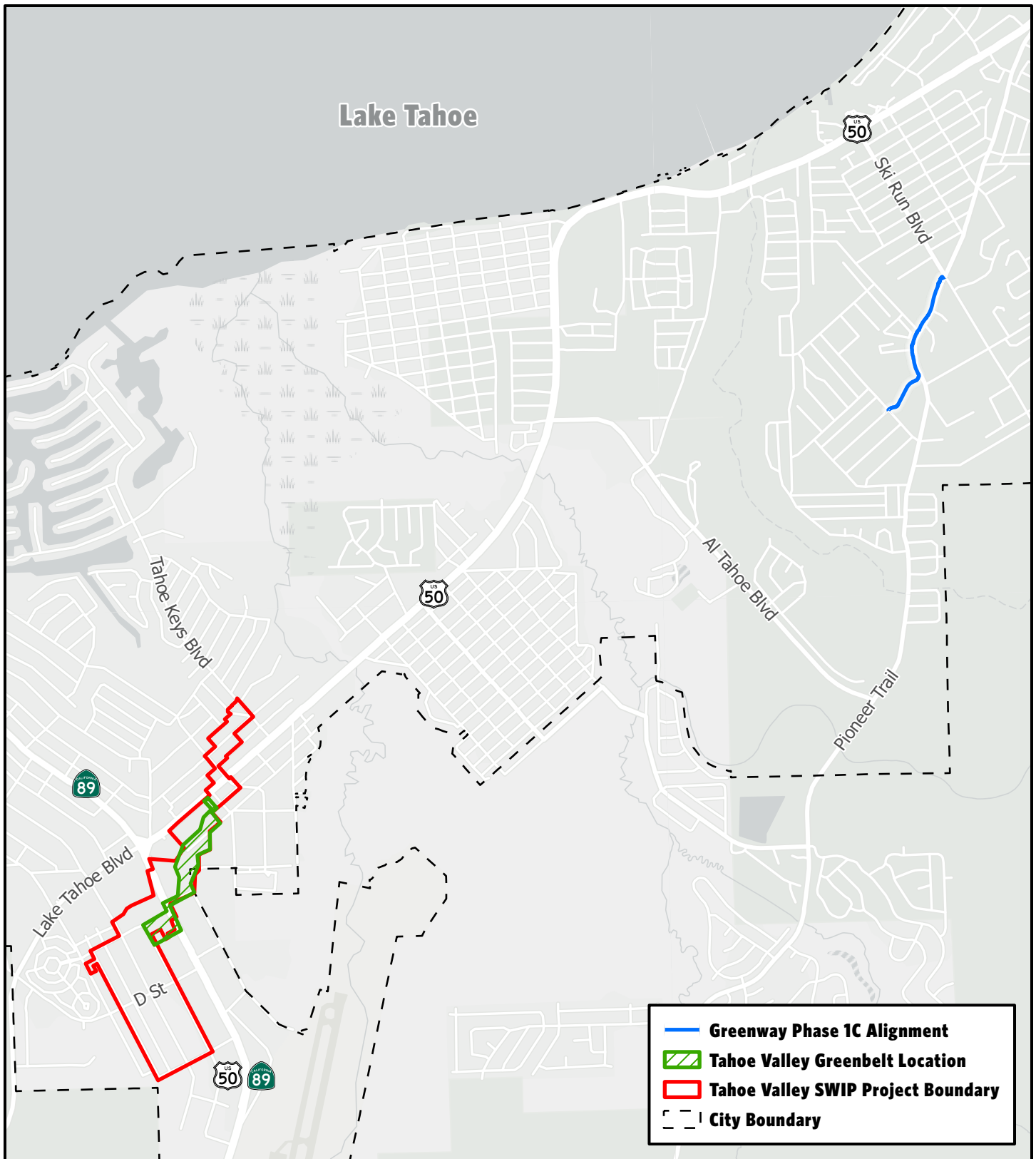
Environmental Considerations: The Planning Commission adopted the CEQA and Mitigated Negative Declaration for the Greenbelt and Stormwater Improvement Project on May 9, 2019, SCH# 20190292152. The Project TRPA and Lahontan permitting will be completed before construction of Project improvements.

The Conservancy completed and adopted the CEQA Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan in September 2011 (SCH# 2006112070) and a Supplemental Initial Study and Mitigated Negative Declaration in 2016.

Policy Implications: Completing project improvements will assist with meeting the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA

Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation). All the projects advance the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.4 (Transportation)** to prioritize implementation of trails and complete streets, specifically the Greenway (now named the Dennis T. Machida Memorial Trail),
- **Action Item 2.3 (Connectivity)** to facilitate implementation of trail infrastructure prioritizing the connection of bicycle and walking trails, from neighborhoods to the Dennis T. Machida Memorial Trail and other new and existing trails, and
- **Action Item 5.3 (Infrastructure and Maintenance)** by actively seeking funding to develop sustainable infrastructure projects, based on the prioritized capital improvement project list.



CITY OF
SOUTH LAKE TAHOE

Tahoe Valley Stormwater and Greenbelt Improvement Project Project Area with South Tahoe Greenway Phase 1C



0 0.25 0.5 0.75
Miles

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

February 1, 2022

Authorization to Submit Grant Applications to Various Grant Funding Programs for Public Works Environmental Improvement (EIP) Projects

BACKGROUND

- A. The City of South Lake Tahoe desires to apply for planning, design, and implementation grant funding for Public Works EIP Projects.
- B. City of South Lake Tahoe requires City Council authorization for the pursuit of grant funds by the City's authorized representatives.
- C. Proposition 1 grant funding awarded to the City by the State Water Resources Control Board will provide local match to a proposed \$5 million grant from Clean California Local Grant Program and Land & Water Conservation Fund.
- D. A Recreational Trail Program grant requires a 50% minimum local match requirement for grant funding. Public Works proposes the submittal of Recreational Trails Program grants for the Dennis T. Machida Greenway Memorial (Greenway 1c) in the sum of \$400,000.

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

Authorizes submittal of grant applications for the following projects by the City's authorized representatives:

- 1. Tahoe Valley Stormwater & Greenbelt Improvement Project: local match will be fulfilled with Proposition 1 grant funding received from the State Water Resources Control Board: \$5,000,000 (no General Funds required to meet local match).
- 2. Dennis T. Machida Memorial Greenway, Phase 1c: \$400,000 for Planning, Design, and Permitting with 12% to 50%, or up to \$200,000 in local match, depending on the grant source.

Adopted by the City of South Lake Tahoe City Council on February 1, 2022, by the following vote:

Yes:

No:

Absent:

Abstain:

Date: _____

Devin Middlebrook

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.

Resolution 2022-XXX

Adopted by City of South Lake Tahoe

City Council

February 1, 2022

Approval of Grant Application for Grant Funds from the Recreational Trails Program

BACKGROUND

- A. The Fixing America's Surface Transportation Act (FAST-ACT) provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and
- B. The State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and
- C. Said procedures established by the State Department of Parks and Recreation require the City of South Lake Tahoe (Applicant) to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and
- D. Upon award, the City as the applicant will enter into a Contract with the State of California to complete the project.

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

1. Approves the filing of an Application for the Recreational Trails Program.
2. Certifies the Project is consistent with the Applicant's general plan or the equivalent planning document.
3. Certifies that the Applicant has or will have available prior to commencement of any work on the Project included in this Application, sufficient funds to operate and maintain the project.
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide.
5. Appoints the Director of Public Works as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary to complete the Project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Adopted by the City Council of the City of South Lake Tahoe on February 2, 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

Resolution 2022-XXX

**Adopted by the City of South Lake Tahoe
City Council**

February 1, 2022

Approving the Application for Land and Water Conservation Fund for the Tahoe Valley Stormwater & Greenbelt Improvement Project

BACKGROUND

- A. The Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes.
- B. The California Department of Park and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program.
- C. The City of South Lake Tahoe (Applicant) certifies by resolution the approval of the Application and the availability of eligible Matching funds prior to submission of the Application to the State.

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

- 1. Approves the filing of an Application for Land and Water Conservation Fund assistance for the proposed Tahoe Valley Stormwater & Greenbelt Improvement Project.
- 2. Agrees to abide by Section 6(f)(3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
- 3. Certifies that said agency has Matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed.
- 4. Appoints the Director of Public Works as the agent for the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, amendment, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

Adopted by the City of South Lake Tahoe City Council on February 1, 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: February 1, 2022

Agenda Item #: 8.



Agenda Item: Loan Agreements with Sugar Pine Housing, LLC for the Sugar Pine Village Project

Executive Summary: City of South Lake Tahoe has been an active partner in the development of the Sugar Pine Village affordable housing project. As a first step of financial commitment, the City Council at its meeting on November 17, 2020 authorized a loan for \$566,629 to cover predevelopment costs (Resolution 2020-109) and a loan for \$1,250,000 to purchase banked land coverage at the airport (Resolution 2020-110). The loans were funded by Program Income funds from repayments of loans from the Redevelopment Agency (RDA) Low- and Moderate-Income Housing Fund and the City's General Fund undesignated excess reserves, respectively. The proposed resolution would approve the budget amendments necessary to implement the City Council's commitment to loan these funds to the Sugar Pine Village project.

Requested Action / Suggested Motions: Pass a Resolution approving a budget amendment for the execution of loan agreements with Sugar Pine Housing, LLC for the Sugar Pine Village Project
Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 542-6024

Reviewed and Approved By:

Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

[01-Staff Report Sugar Pine Village Project.docx](#)

[02-Resolution Sugar Pine Village Loan Budget Appropriation.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: Budget amendment for the execution of loan agreements with Sugar Pine Housing, LLC for the Sugar Pine Village Project

Location: 1860 Lake Tahoe Boulevard and 1029 Tata Lane

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 542-6024

Background: The Sugar Pine Village project is a proposed 248-unit affordable housing project on 11.6 acres of land owned by the state of California and managed by the California Tahoe Conservancy (Conservancy). This project a result of the Governor's Executive Order N-06-19, which directed the California Department of General Services (DGS) to identify excess state properties as potential affordable housing development sites. Based on a collaborative effort underway to address housing affordability in Tahoe, the Conservancy is partnering with DGS and the Department of Housing and Community Development (HCD) to develop housing at 1860 Lake Tahoe Boulevard and 1029 Tata Lane. In July 2020, the Conservancy announced the State had selected Related California in partnership with the St. Joseph Community Land Trust to construct and manage the Sugar Pine Village project.

Since last June the City of South Lake Tahoe has been an active partner in the development of the project. As a first step of financial commitment, the City Council at its November 17th, 2020 meeting authorized a \$566,629 loan for predevelopment costs (Resolution 2020-109) and a \$1,250,000 loan to purchase banked land coverage at the airport (Resolution 2020-110). The loans were funded by Program Income funds from repayments of loans from the Redevelopment Agency (RDA) Low- and Moderate-Income Housing Fund and the City's undesignated excess reserve fund, respectively.

Issue and Discussion: The attached resolution would approve the budget amendments necessary to implement the City Council's commitment to loans to the Sugar Pine Village project.

Financial Implications: The approved loans are funded by Program Income funds from repayments of loans from the Redevelopment Agency (RDA) Low- and Moderate-Income Housing Fund and the City's General Fund undesignated excess reserves, respectively. Budget amendments would appropriate funding for the approved loans into account numbers 251-06015-47060 and 100-01951-47060, Loans to Borrowers.

Environmental Considerations: For projects that satisfy criteria specified by SB 35, the guidelines issued by HCD specify that the California Environmental Quality Act (CEQA) does not apply to actions taken by a local government to provide financial assistance to a development that receives streamlined approval and that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

Policy Implications: The recommended actions are consistent with the City Strategic Plan which identifies supporting the Sugar Pine Village Project as Action Item 1.3.2.

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 2-2 The City shall enable opportunities for deed-restricted affordable ownership housing to ensure long-term affordability.

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.

Program 2-1 PURSUE STATE AND FEDERAL FUNDS

To support the creation of quality, affordable housing options for extremely low-, very low-, and low-income households, the City shall seek and when appropriate and feasible pursue grant opportunities for state and federal funds.

Program 2-6 ANALYSIS OF FEDERAL AND STATE LANDS

The City shall continue discussing the potential for developing quality workforce and affordable housing on non-environmentally sensitive lands owned by the California Tahoe Conservancy (CTC) and the United States Forest Service (USFS). The City shall ensure that important natural resources are protected and only pursue surplus lands that these agencies have determined do not have a clear and compatible conservation or recreation purpose consistent with agency goals.

Tahoe Valley Area Plan

Policy H-1.1 – Housing Options

Provide for a range of housing options that include affordable, moderate-income, and workforce housing so that people can live and work in the City.

Policy H-1.5 – Redirection of Development

Direct high density residential development to areas of Tahoe Valley that are within walking distance of public transit and services.

Policy H-1.7 – Tahoe Livable Communities Program

Collaborate and support efforts of the California Tahoe Conservancy to remove blighted properties and repurpose associated development commodities. Encourage the use of residential commodities for affordable housing in Tahoe Valley area.

Policy H-2.1 – General

Encourage the creation of residential uses to support and add vitality to commercial and public service projects in the Tahoe Valley area.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

February 1, 2022

Approving Budget Amendments for the Execution of Loan Agreements with Sugar Pine Housing, LLC for the Sugar Pine Village Project

BACKGROUND

- A. The City Council adopted Resolution 2020-110 on November 17, 2020 committing to a loan of \$1,250,000 funded by the City's General Fund Undesignated Reserves for the purpose of purchasing land coverage and supporting the submittal of an application for HOME Investment Partnership Program funding, to include HOME program income, for the Sugar Pine Village Project.
- B. The City Council adopted Resolution 2020-109 on November 17, 2020 committing to a loan of \$566,629 of available previous Low- and Moderate-Income Housing Fund restricted Program income in support of the development of the Sugar Pine Village Project

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

1. Approves the budget amendment by appropriating \$1,250,000 from the previously set aside General Fund Undesignated reserves fund balance into account number 100-01951-47060, Loans to Borrowers for the loan disbursement to be made after all conditions stated in Resolution 2020-110 are met.
2. Approves the budget amendment by appropriating \$566,629 of available previous Low and Moderate-Income Housing Fund Restricted Program Income into account number 251-06015-47060, Loan to Borrowers for the loan disbursement from RDA Program Income Housing Fund.

Adopted by the City of South Lake Tahoe City Council on February 1, 2022 by the following vote:

Yes:

No:

Absent:

Abstain:

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: February 1, 2022

Agenda Item #: 9.



Agenda Item: Agreement with Via Mobility, LLC for City of South Lake Tahoe Comprehensive Transit Analysis of Current Mobility Services in the South Shore

Executive Summary: City staff originally presented to City Council the scope of work for a Comprehensive Transit Analysis of Current Mobility Services in the South Shore on September 21, 2021. RFP 2021-12-10 was released on November 12, 2021 and closed on December 10, 2021. Three bids were submitted by Innovate Mobility, DanTec, and Via Mobility, LLC. The selection committee met on January 7, 2022 to review the proposals and interviewed each bidder on January 18. The selection committee has recommended that the City Manager execute an agreement with Via Mobility, LLC for the proposed amount of \$38,000 with a \$5,000 contingency for a total award of \$43,000.

Requested Action / Suggested Motions: Receive update on Request for Proposals 2021-12-10 City of South Lake Tahoe Comprehensive Transit Analysis of Current Mobility Services in the South Shore.
Responsible Staff Member: Lindsey Baker, Assistant to the City Manager

Responsible Staff Member: Lindsey Baker, Assistant to the City Manager (530) 542-6093

Reviewed and Approved By:

Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

[01-Staff Report - Transit Award.docx](#)
[02-Via Mobility RFP Proposal.pdf](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: Agreement with Via Mobility, LLC for City of South Lake Tahoe Comprehensive Transit Analysis of Current Mobility Services in the South Shore

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 presented to City Council the scope of work for a Comprehensive Transit Analysis of Current Mobility Services in the South Shore on September 21, 2021. The City released RFP 2021-12-10 on November 12, 2021 and closed on December 10, 2021. Three bids were submitted by Innovate Mobility, DanTec, and Via Mobility, LLC. The selection committee met on January 7, 2022 to review the proposals and interviewed each bidder on January 18. The selection committee recommends award to Via Mobility, LLC for the proposed amount of \$38,000 with a \$5,000 contingency for a total award of \$43,000. While the amount of the contract does not require City Council action, staff felt it important to provide an update and share the award recommendation for discussion and final direction.

Each submitting firm met the minimum qualifications in the scope of work (SOW). Via Mobility, LLC, however, ranked the highest in the evaluating committee's scoring with a final average score of 95.2 out of 100.

Issue and Discussion:

SOW Overview

The draft RFP scope of work sought to engage a consultant with expertise in operational transit and mobility planning, long-range planning, and evolving mobility technologies. The consultant shall 1) provide an assessment of the Tahoe Transportation District's (TTD) current passenger service and existing service gaps, 2) facilitate the City Council's vision for transit in South Lake Tahoe, 3) identify a comprehensive scope of service level deployment to meet the needs of the South Lake Tahoe community, 4) assess feasibility of the City assuming transit services and identify necessary resources and/or barriers to effectively managing a transit system in-house, including costs to implement any recommended services. The report results shall enable the City Council to determine the most judicious path forward as it relates to current and future transit deployment.

Via Mobility Proposal Overview

Via Mobility, LLC (Via) has significant, relevant experience that reflect the City's current needs. They have consulted on projects in small, tourist-oriented communities with similar climate challenges. The project examples they included in the proposal and their strategies in Mountain West communities "focused on providing transit coverage in geographies that are challenging to serve with traditional fixed-route bus systems." Via also provided a clear outline in how they would

assess governance issues and funding implications for the City or other entity to operate mobility services. As stated in their cover letter,

“Via is a world leader in planning innovative transit services, with extensive experience developing multimodal transportation solutions in lower-density and rural areas in the Mountain West. If selected, the Via Strategies team will use state-of-the-art simulation and modeling tools to assess opportunities to increase ridership and improve the operational efficiency of the current transit system, realigning fixed-route to maximize connectivity to job centers, reducing operating and overhead costs, and introducing on-demand and other new transit technologies. We will also investigate the governance and funding requirements for the City to assume management of the local transit system.

Via supports innovative transit solutions through over 500 partnerships with public agencies and institutions around the United States and in more than 20 countries. These partnerships include transit planning studies in places with similar development patterns and challenges to South Lake Tahoe. For example, Via conducted a multimodal transit development plan for Summit County, UT, which created a new transit agency and reimaged an integrated on-demand microtransit and fixed-routes transit network for a community that experiences substantial seasonal tourism. Additionally, Via has developed comprehensive transit analyses for similar communities in Colorado Springs, CO; Las Vegas, NV; Glenwood Springs, CO; and dozens of other locations.”

According to the proposal and interview, in addition to deploying and operating mobility services including “integrated fixed-route and on-demand microtransit, paratransit, shared autonomous vehicle services, dynamically routed school bus fleets, and advanced travel demand management systems[,]...Via’s core competencies are” comprehensive transit innovation studies, microtransit service planning, fixed-route transit planning, and operations and project management expertise.

Via’s proposal includes five tasks to achieve the SOW objectives:

- Task 1: Project Management
 - 1.1: Kickoff Meeting
 - 1.2: Establish Goals and Objectives
 - 1.3: Quality Assurance
- Task 2: Assessment of TTD’s Current Service and Existing Service Gaps
 - 2.1: Demographic Analysis
 - 2.2: Analysis of Current Service and Identification of Service Gaps
- Task 3: Facilitate the City Council’s Vision for Transit
 - 3.1: Peer Review and Industry Best Practices
 - 3.2: Focus Groups with Regional Stakeholders
 - 3.3: City Council Workshop
- Task 4: Recommendations to Improve the Transportation Network
 - 4.1: Fixed-Route Service Design
 - 4.2: Microtransit Service Design and Simulations
 - 4.3: Alternative Service Delivery Models for ADA Paratransit
 - 4.4: Fleet Electrification
- Task 5: Feasibility of the City Assuming Transit Services
 - 5.1: Implementation Roadmap
 - 5.2: Funding

The final deliverable will be a report at the conclusion of the study, which will summarize “the recommended improvements, costs, benefits and impacts of each, and recommendations for any subsequent supplemental studies/actions.” It will include immediate (6-18 mos) and intermediate (2-5 yrs) service needs recommendations.

While the project timeline is subject to change and subject to final contract execution, the Via team proposes an estimated 6-month project schedule.

Evaluation Details

A review committee was created to evaluate and score the proposals. The reviewing committee consisted of Joe Irvin, City Manager, Hilary Roverud, Director of Development Services, Anush Nejad, Director of Public Works, Lori Marino, Principal Management Analyst, and Lindsey Baker, Assistant to the City Manager/PIO. Below is a list of the scoring criteria and scores for the three (3) agencies that submitted a proposal to the City:

Scoring Criteria

Cover Letter, 0-5 points

Executive Summary, 0-10 points

Company History, Background, and Experience, 0-20 points

Scope of Work/Implementation, 0-35 points

Project Budget and Timeline. 0-25 points

Recent Projects/References, 0-5 points

Scores:

Vendor/Proposer Name	Evaluator #1 Total Score	Evaluator #2 Total Score	Evaluator #3 Total Score	Evaluator #4 Total Score	Evaluator #5 Total Score	TOTAL SCORE	RANKING	INTERVIEW RANKING
DanTec Associates	89	83	90	70	91	423	3	3
Innovate Mobility	92	93	77	69	94	425	2	2
Via Mobility, LLC	97	99	95	85	100	476	1	1

Staff Recommendation:

Direct City Manager to proceed in executing a professional services agreement with Via Mobility, LLC for RFP 2021-12-10 in the amount of \$43,000.

Financial Implications: The fiscal year 2021-2022 budget contains \$50,000 in appropriations for the transit analysis within the Non-Departmental budget account 100-01951-44032 Contributions / Sponsorships.

Environmental Considerations: The proposed transit analysis is statutorily exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15262 (Feasibility and Planning Studies) because it involves possible future actions which the City has not approved, adopted, or funded.

Policy Implications: This transit study would advance Goal 1.4 (Transportation) in the 2021-2025 Strategic Plan, by addressing Action Item 5: Evaluate the feasibility with regional partners to

establish a new transit service delivery model via revised agreement, new agency, or Joint Powers Authority to better serve South Lake Tahoe.



Comprehensive Transit Analysis of Current Mobility Services in the South Shore

City of South Lake Tahoe

Request for Proposals

Via Mobility, LLC



A. Cover Letter



Via Mobility, LLC

10 Crosby Street, Floor 2

New York, NY 10013

www.ridewithvia.com

December 10, 2021

ATTN: Lindsey N. Baker, MPA

Assistant to the City Manager and Public Information Officer

City of South Lake Tahoe

Dear Ms. Baker,

We are pleased to present Via Mobility, LLC's proposal to develop the Comprehensive Transit Analysis of Current Mobility Services in South Shore (the "Study").

Via Mobility, LLC (Via) applauds the City of South Lake Tahoe's desire to improve regional connectivity and expand transit access while also examining how the City could operate its transit system in-house. Via is a world leader in planning innovative transit services, with extensive experience developing multimodal transportation solutions in lower-density and rural areas in the Mountain West. If selected, the Via Strategies team will use state-of-the-art simulation and modeling tools to assess opportunities to increase ridership and improve the operational efficiency of the current transit system, realigning fixed-route to maximize connectivity to job centers, reducing operating and overhead costs, and introducing on-demand and other new transit technologies. We will also investigate the governance and funding requirements for the City to assume management of the local transit system.

Via supports innovative transit solutions through over 500 partnerships with public agencies and institutions around the United States and in more than 20 countries. These partnerships include transit planning studies in places with similar development patterns and challenges to South Lake Tahoe. For example, Via conducted a multimodal transit development plan for Summit County, UT, which created a new transit agency and reimaged an integrated on-demand microtransit and fixed-routes transit network for a community that experiences substantial seasonal tourism. Additionally, Via has developed comprehensive transit analyses for similar communities in Colorado Springs, CO; Las Vegas, NV; Glenwood Springs, CO; and dozens of other locations. We are excited by

the opportunity to bring our extensive innovative service planning, design, and operations experience to South Lake Tahoe. We would welcome the opportunity to discuss or clarify anything included in our proposal.

The proposal shall remain valid for a period of not less than 120 calendar days from date of submittal.

Best regards,

Zachary Wasserman
Chief Strategy Officer
Authorized Signatory (Via Mobility, LLC)
zack@ridewithvia.com

Contact: Dan Berkovits
VP, Via Mobility, LLC
dan.berkovits@ridewithvia.com
+1 914 584 2263

Please note that this response and any and all supporting documentation contain proprietary, confidential, and trade secret information of Via Mobility, LLC ("Via"), and is exempt from disclosure under the California Public Records Act, including under California Government Code ("C.G.C.") § 6254(k) (disclosure is "prohibited pursuant to federal or state law," including laws protecting trade secrets) and C.G.C. § 6255(a) (non-disclosure may be appropriate following a balancing of public interests). Via's response and accompanying materials also include personal information about Via's employees and other individuals, which is exempt from disclosure under both C.G.C. § 6254(c) (disclosure would constitute an "unwarranted invasion of privacy") and C.G.C. § 6254(k) (disclosure is prohibited by state law, which would include California's Constitutional right to privacy in Article I, section 1, and the California Consumer Protection Act). We request that your office maintain the confidentiality of this document and provide Via with notice of any request for disclosure of this information prior to production by contacting compliance@ridewithvia.com.

Table of Contents

A. Cover Letter	1
B. Executive Summary	4
C. Company History, Background, and Experience	6
C.1. Company History and Background	6
C.2. Via's Experience	8
C.3. Via's Project Team	10
D. Scope of Work/Implementation	17
Task 1: Project Management	17
Task 2: Assessment of TTD's Current Service and Existing Service Gaps	18
Task 3: Facilitate the City Council's Vision for Transit	20
Task 4: Recommendations to Improve the Transportation Network	21
Task 5: Feasibility of the City Assuming Transit Services	24
E. Project Budget and Timeline	25
Project Budget	25
Proposed Travel	25
Project Timeline and Deliverables	26
F. Description of Recent Projects/References	28
Reference 1: Summit County, Utah	28
Reference 2: Utah Transit Authority (UTA)	29
Reference 3: Glenwood Springs, CO	30
Contract Clarifications	31
Anti-Lobbying Certification	32

B. Executive Summary

Via understands that the City recognizes that access to transit is critical for local employers to recruit and retain workers, especially in a community that experiences considerable seasonal and weekend fluctuations in population and business activity. As the cost of living has increased, the low-wage workforce that supports the local hospitality industry has experienced challenges accessing affordable transportation to job sites. A reliable, affordable, and connected transportation network will better serve workers and cross-functionally drive the local economy.

Through our innovative transit planning work in similar service-industry communities such as Summit County, Utah (home to Park City) and Glenwood Springs, Colorado (close to Aspen and Vail), we understand how a well-planned transit system has the potential to provide cost-effective regional access for workers, visitors, and other populations in need of expanded transit options (e.g., seniors). South Lake Tahoe is part of a larger regional economy and transit network, which includes communities around the Lake and across state lines like Minden and Carson City. Potential service changes or additions will need to integrate with and augment the coverage and service quality of existing local transit services, such as Routes 50 and 55, as well as regional connectors like Routes 22 and 19X.

Further, while the local transit system is currently run by the Tahoe Transportation District (TTD) that covers the broader region, the City seeks to examine the feasibility of managing local transit operations in-house. As planners and operators of innovative transit services, Via is adept at implementing and managing new transit services, as well as navigating federal and local funding. We will leverage this experience to ensure the City has a clear implementation roadmap, should it choose this option.

To identify and adapt new mobility solutions to the unique transit challenges and opportunities of South Lake Tahoe, we propose the following Scope of Work:

- **Task 1: Project Management.** As a highly collaborative organization, Via's project management approach achieves frequent and seamless communication across all project team members and throughout the full project lifecycle, allowing for immediate feedback and agile iteration if project needs change. We structure our approach on clear deliverable timelines, delineation of the steps required to meet these deadlines, and early definition of comprehensive data needs and a cogent strategy to fulfill them.
- **Task 2: Assessment of TTD's Current Service and Existing Service Gaps.** In Task 2, the Via team will conduct an existing conditions assessment and problem evaluation to lay the groundwork for subsequent phases of this study. We will comprehensively assess how the existing transit system is meeting the transit needs of South Lake Tahoe, with special attention to the location and needs of workers and employers as well as seasonal demand patterns.

- **Task 3: Facilitate the City Council's Vision for Transit.** Via will facilitate the City Council's vision for transit through three subtasks. First, Via will prepare case studies for five peers selected based on their applicability to the unique mobility needs of the South Lake Tahoe area. Second, we will conduct focus groups with regional stakeholders to understand community transit needs and develop strategies for the future. Third, we will conduct a workshop with the City Council to review the findings in Task 2 and develop a suite of recommendations and broader vision for transit to examine in Task 4. Our project team has conducted hundreds of stakeholder interviews and numerous workshops to develop innovative and successful transit strategies in similar communities to South Lake Tahoe.
- **Task 4: Recommendations to Improve the Transportation Network.** Via will identify a comprehensive scope of services to meet the needs of the South Lake Tahoe community, which could include redesigning the existing bus system to ensure key demographics are adequately served, introducing microtransit (on-demand transit) to provide rideshare-like transit services at lower operational cost than high-frequency bus services, designing alternative service delivery models for ADA paratransit, launching multimodal technologies to allow customers to easily plan journeys, and electrifying the bus fleet. Our approach in developing transit service options is to look at how alternatives can better serve travel demand and promote regional connectivity, and to consider what types of services are practical and financially feasible given local resources.
- **Task 5: Feasibility of the City Assuming Transit Services.** Via will assess the feasibility of the City (or other entity) assuming transit services and identify necessary resources and/or barriers to effectively managing a transit system in-house, including costs to implement any recommended services and federal (FTA) funding implications. Via will draw on our experience launching and operating fixed-route, on-demand microtransit, and ADA paratransit services to provide the City with a clear path for successfully implementing the proposed changes to the current service, with a particular focus on financial feasibility, educating customers, and managing the transition to a new or modified municipally-run (or other new governance structure) service through targeted marketing and by working with partners and other stakeholders.

C. Company History, Background, and Experience

C.1. Company History and Background

Via is the world's leading planner, designer, and operator of innovative public mobility systems. We partner with cities and transit agencies across the globe, harnessing the power of data to design and optimize networks of buses, shuttles, wheelchair accessible vehicles (WAVs), school buses, and more.

Our contracting entity, Via Mobility, LLC is a wholly-owned subsidiary of Via Transportation, Inc, and has full access to the parent company's technology and personnel. Via was founded in 2012. Globally, the Via Group employs more than [REDACTED] individuals in offices in New York City, San Francisco, London, Amsterdam, and other cities.

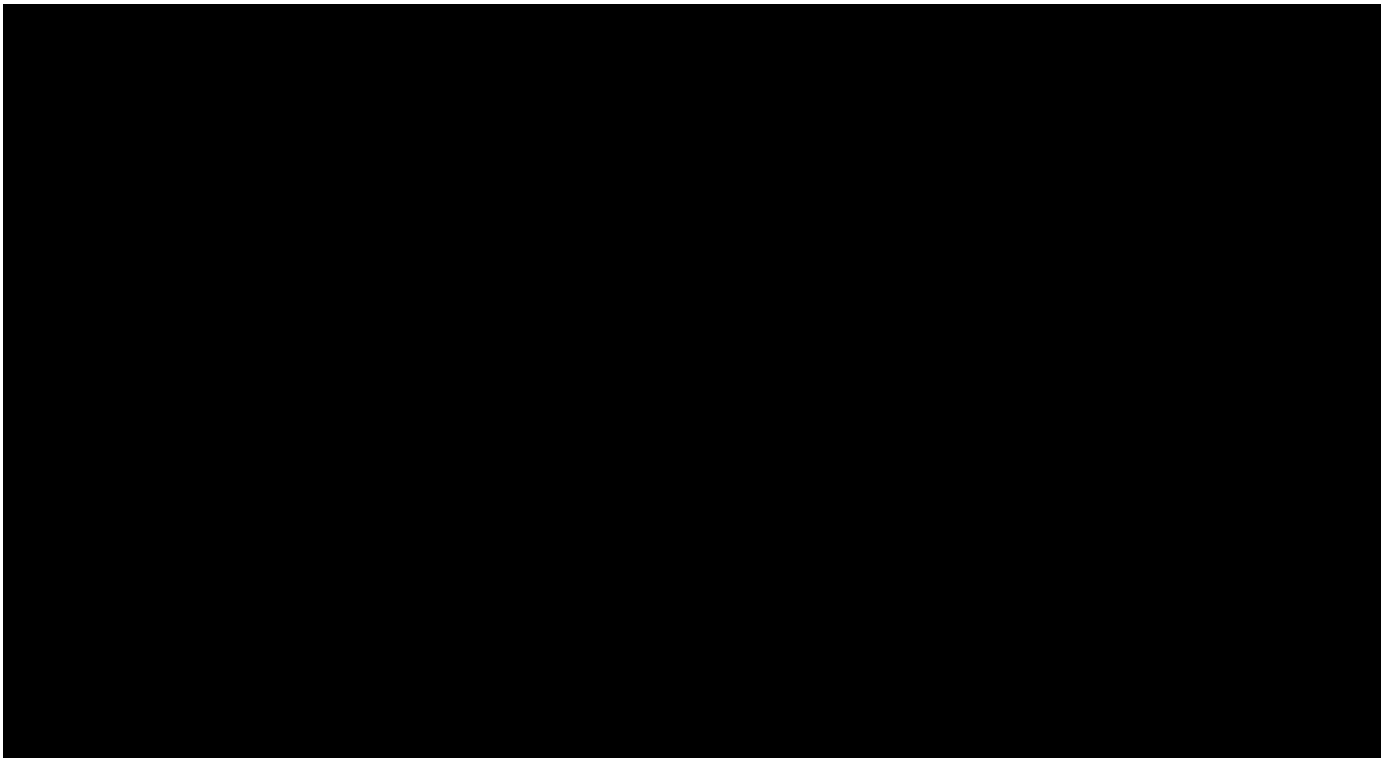
In addition to offering leading-edge planning and consulting services for innovative mobility, Via also develops and implements public mobility technology and operates new mobility services—integrated fixed-route and on-demand microtransit, paratransit, shared autonomous vehicle services, dynamically routed school bus fleets, and advanced travel demand management systems—through over 500 partnerships with public agencies and institutions in more than 20 countries and nearly two dozen U.S. states. Via's core competencies are:

- **Comprehensive transit innovation studies:** Via works with transit agencies to develop cohesive strategies to advance regional transit and induce a modal shift from driving alone to transit and other transit-supportive modes, such as on-demand microtransit, micromobility, and rideshare. Often, we work with clients to evaluate new service delivery strategies and governance structures, including the formation of new transit providers. In these engagements, we leverage our experience as an operator to equip clients with actionable strategies for implementing, managing, and operating novel transit systems. For example, we worked with Summit County, UT, an area that experiences large influxes of demand during the winter and summer seasons, to design and introduce a new multimodal transit network which includes a combination of fixed-route, microtransit, and paratransit service.
- **Microtransit service planning:** Via's proven service planning methodology guides our clients through a structured process, broad enough to ensure no use-case opportunity is missed while detailed enough to produce a clear path to deployment if desired. Our planning is driven by our proprietary simulation tool, a core component of our service planning offering, which allows Via to test permutations of potential services and to clarify complex trade-offs between quality of service (QoS) and operational efficiency.
- **Fixed-route transit planning:** We specialize in designing fixed-route systems which are supported by multimodal connections from demand-responsive transit — allowing us to consider how buses may serve geographies without the population density typically required to support fixed routes. By leveraging collaborative transit planning software, Remix, we are

able to quickly generate routes and understand costs, coverage, and demographics served by different route variations. We have a deep understanding that transit planning requires tradeoffs between coverage-oriented and ridership-oriented services, and help agencies strike an effective balance between the two.

- **Operations and project management expertise.** As a consultancy, a software company, and a transit operator, Via has highly specialized experience planning and delivering state-of-the-art on-demand transit technology with efficient day-to-day operations. We have developed playbooks to launch and manage fleets, drivers, customer support, and all day-to-day operations.

The Via Group includes Remix Software, Inc., the only collaborative mapping platform for transportation decision-making. For this project, the Via team will utilize **Remix Explore** and **Remix Transit**, which are web-based mapping tools for visualizing transportation data and planning transit services. Explore allows users to select custom geographic areas (segments, corridors, networks) and pull relevant data such as traffic speeds, demographics, and collisions, among other data sets. Explore makes complex transportation data easily accessible and allows us to create presentation quality visuals that can be shared internally or with the public. Remix Transit allows us to approach service planning from a holistic and creative point of view through data driven decision making, visualization, and collaboration.



C.2. Via's Experience

The Via Strategies team has, collectively, decades of experience in planning for innovative transit services, including comprehensive analyses for cities seeking to improve regional connectivity. The Strategies team is supported by the Via Group's over 1000 staff, who are dedicated to developing forward-looking transportation technology and supporting the operation of successful mobility services. The Via Strategies team is therefore uniquely positioned to draw on the real-world technical and operations expertise of the broader Via staff, allowing us to develop grounded, implementable solutions for our clients.

Via Strategies in the West

Our qualifications are strengthened by Via's significant experience consulting in low-density regions in the American West. For each of these clients, our work has focused on providing transit coverage in geographies that are challenging to serve with traditional fixed-route bus systems. Via Strategies' relevant experience includes work with:

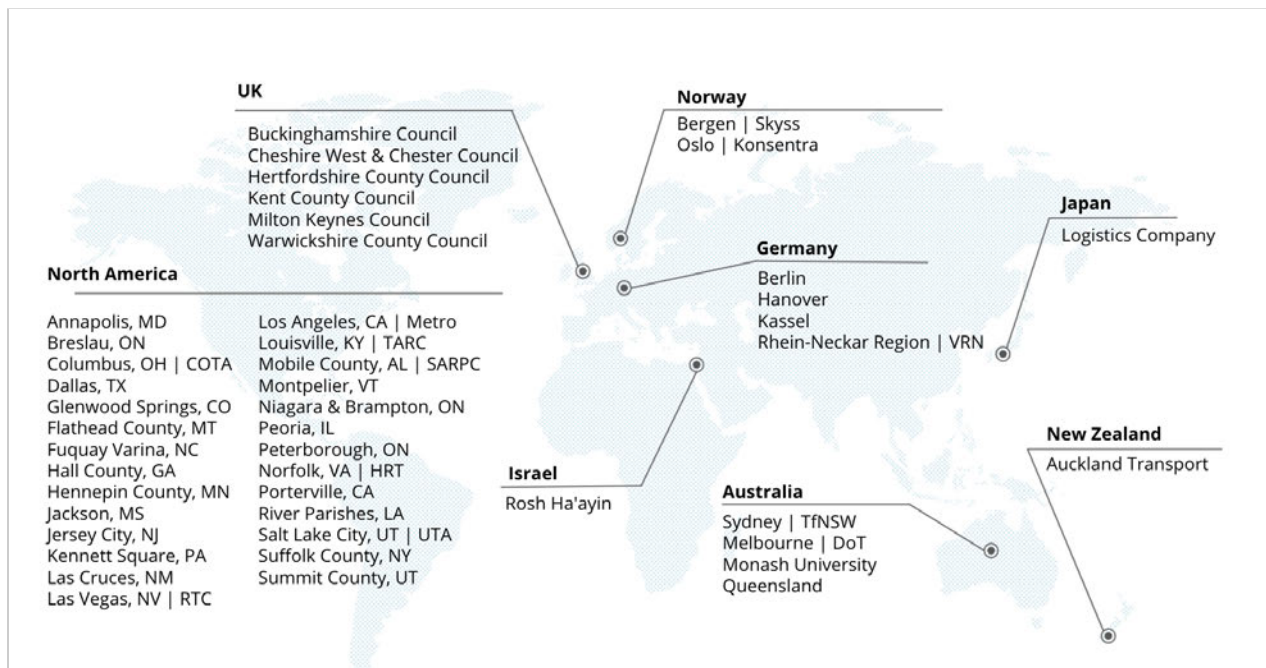
- **Summit County, UT.** In late 2020, Via designed an integrated demand-responsive and fixed-route transit network in Summit County, and worked with the County to launch an entirely new transit system: High Valley Transit. Our plan redesigned a legacy transit network to emphasize on frequent and direct service, and introduced on-demand transit zones to increase coverage and provide first- and last-mile connections between fixed-route and on-demand service.
- **RTC Southern Nevada.** Via is currently working with the Regional Transportation Commission of Southern Nevada to assess how on-demand transit can improve mobility for communities which have historically been underserved by RTC's network. By adopting a regional approach, the study is considering how microtransit can be used to create a multimodal system which provides connection between modes. The project is supported by Federal Helping Everyone Obtain Prosperity (HOPE) Grant funding.
- **The Utah Transit Authority (UTA).** Via has completed three transit planning studies for UTA, including an innovative transit study where we helped UTA to develop a five-year roadmap for deploying demand-responsive transit services in the region, and a paratransit technology improvement study. The demand-responsive transit study identified 20 potential on-demand zones across urban, suburban, and rural parts of UTA's service area, all of which support integration with the Authority's broader network.
- **Colorado Springs, CO.** Via worked with Colorado Springs to investigate the feasibility of operating new transit models. The study aimed to identify more flexible mobility options for customers with the goal of attracting passengers from single occupancy vehicles.
- **Glenwood Springs, CO.** Via worked with the City of Glenwood Springs, a small community in an otherwise rural area, to determine the potential for new technologies including demand-responsive transit to provide more effective, economical, and responsive transit

service. Via assisted the City in identifying the costs and benefits of different on-demand and flexible services and developed a budget and implementation plan.

- **Flathead County, MT.** Earlier this year, Via worked with Flathead County to plan and implement the “Mountain Climber” — a demand-responsive transportation system for small cities near Glacier National Park. We are currently developing a long-range transit planning study that will recommend strategies for improving service in core areas of the County, including through multimodal integration with other forms of transit, and expanding transit coverage to rural areas of the County, which has a land area of over 5,256 square miles.

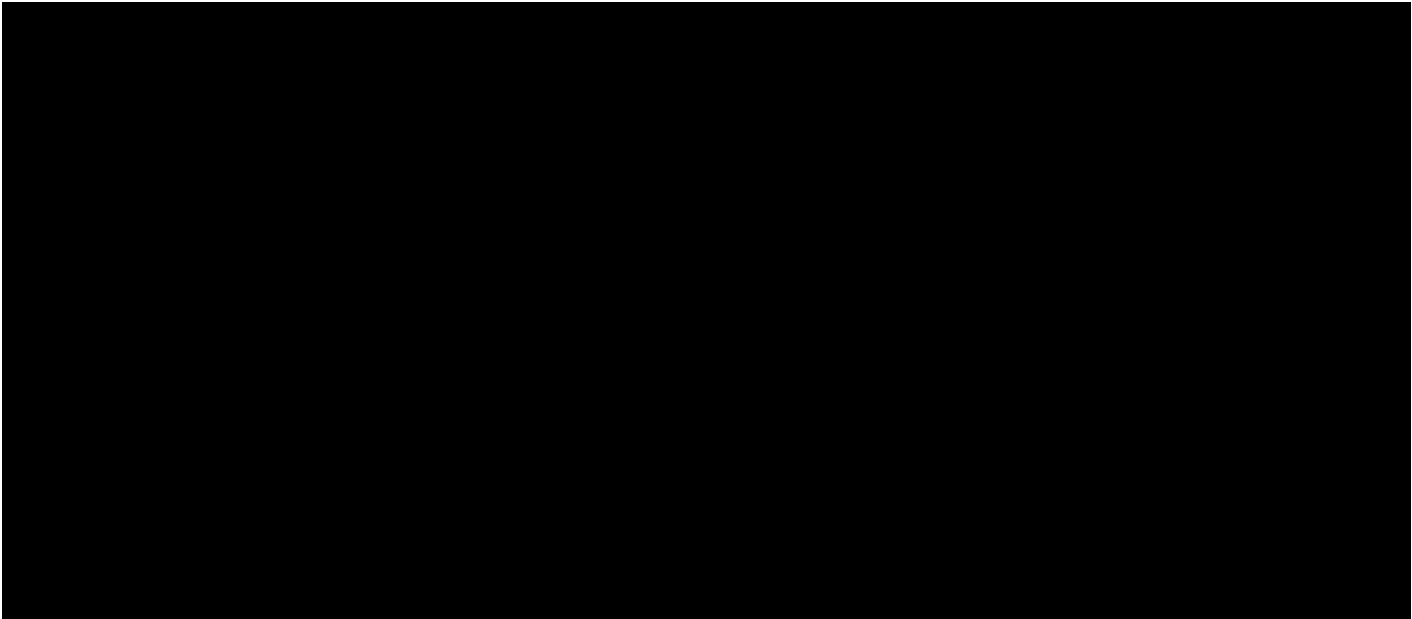
Please find detailed case studies along with references in [F. Description of Recent Projects/References](#) below. From experience developing strategies to bring accessible transit coverage across the US, including in rural settings similar to the South Lake Tahoe Region, Via has developed a proven playbook for designing and implementing systems similar to the specialized system considered by the City.

Via Strategies is the industry's most experienced specialized transit service planner, and as shown on the map below, we have completed over [REDACTED] transportation planning studies since 2019¹.



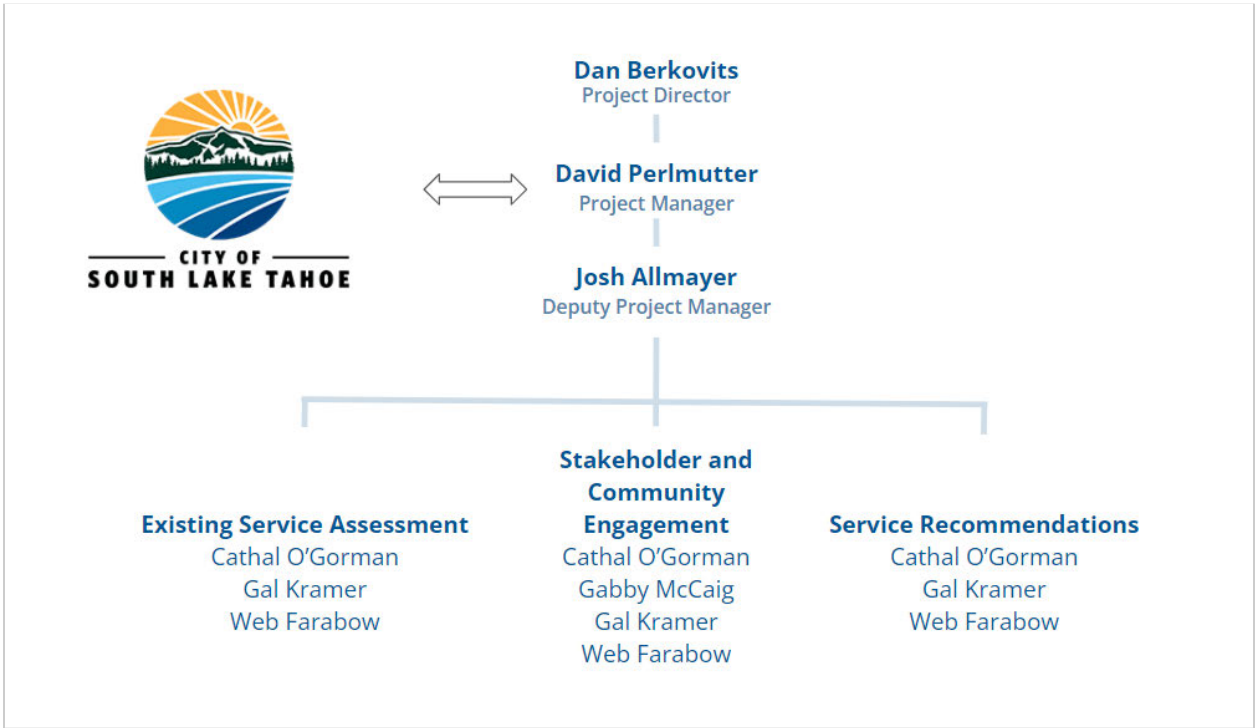
In addition to our planning experience, every Via-powered service shown on the map on the following page has utilized our proven innovative transit planning methodology and tools.

¹ Several confidential studies are not included on this map



C.3. Via’s Project Team

Via has assembled a team with global expertise and local experience. Together, we are prepared to deliver the full project scope outlined in the RFP to realize the goals of the Study. The proposed team structure is shown below. Additional team members will be involved throughout the project based on their areas of expertise.



Dan Berkovits, the Project Director, will oversee all aspects of our work on behalf of South Lake Tahoe. Our project manager (David Perlmutter) will be the primary point of contact throughout the process. The core project team (led by Josh Allmayer with support from Cathal O’Gorman, Gal Kramer, and Web Farabow) will also be available to City staff to ensure that we are able to quickly respond to any requests. Our project manager will be responsible for preparing monthly progress reports with invoices and coordinating project resources so that milestones are met in an efficient manner. The team will also be responsible for preparing agendas and notes for biweekly meetings, as well as agendas and minutes for stakeholder meetings.

Please find resumes for the Project Director (Daniel Berkovits), Project Manager (David Perlmutter), Project Team Members (Josh Allmayer, Cathal O’Gorman, Gal Kramer, and Web Farabow), and Project Support (Gabby McCaig and Edward Fishman) are included on the following pages.



Daniel Berkovits

VICE PRESIDENT

Dan will serve as Project Director and supervise the Project Team's accessible mobility analysis and planning.

Dan is a Vice President at Via and leads Via Strategies, Via's dedicated planning and consulting team. He works to develop and apply strategies for cities and public agencies to increase the quality, breadth, and accessibility of mobility networks. He brings extensive experience working in and for the public sector to solve complex challenges related to planning for and

implementing new infrastructure. Prior to joining Via, Dan managed a variety of interdisciplinary consulting engagements for public and private-sector clients at AECOM; led an award-winning, participatory long-term recovery and resiliency program to address the impacts of Hurricane Sandy and other natural disasters, and worked as a land-use lawyer.

SELECTED VIA PROJECT EXPERIENCE

Multimodal Transit Development Plan
Summit County, Utah | 2020-present
Project Director

Comprehensive transit planning process culminating in an advanced network incorporating high-frequency and direct fixed routes, on-demand transit, and a MaaS solution.

On-Demand Transport Service Analysis
Auckland Transport (NZ) | 2020-2021
Project Director

Analysis of opportunities to replace underperforming fixed-route buses with on-demand transport solutions.

Microtransit/Paratransit Simulation Studies
Utah Transit Authority | 2019-2020
Project Director

Long-term microtransit service planning effort to identify, simulate, and prioritize microtransit opportunity zones across UTA's seven county service area incorporating a paratransit innovation analysis.

Montpelier Microtransit Feasibility Study
Vermont Agency of Transportation | 2019
Project Director

Assessment of the feasibility of replacing underperforming fixed-route buses with on-demand microtransit in Vermont's capital city.

PROFESSIONAL EXPERIENCE

Director of Strategy, Via Transportation, Inc.
2019 - present

Associate Vice President and Senior Manager, Planning, AECOM
2017 - 2019

Associate, Greenberg Traurig, LLP
2016 - 2017

Managing Director, Community Reconstruction and Assistant General Counsel, NYS Governor's Office of Storm Recovery
2015 - 2016

Policy Director and Assistant General Counsel, GOSR
2014 - 2015

Senior Policy Analyst, GOSR
2013 - 2014

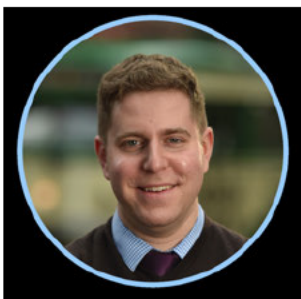
Research and Policy Assistant, Brookings Institution Metropolitan Policy Program
2008 - 2009

EDUCATION

J.D., Harvard Law School (Cambridge, MA)

MUP, Harvard Graduate School of Design (Cambridge, MA)

B.A., Sociology, University of Chicago (Chicago, IL)



David Perlmutter

PRINCIPAL

As Project Manager, David will serve as the main point-of-contact and will oversee the daily implementation of all aspects of the Study.

David Perlmutter specializes in crafting transit plans that offer riders superior service adapted to the age of on-demand mobility. His approach to transportation planning prioritizes strengthening multimodal networks so that people can easily connect with jobs, services, and one another.

Before joining Via, David worked as a transportation planner for Nelson\Nygaard, supporting transit, TDM, and shared mobility studies for communities throughout the United States. He brings strong GIS and data analysis skills needed to evaluate transit operations as well as design service alternatives.

SELECTED PROJECT EXPERIENCE

Alternative Transit Service Model Study
City of Colorado Springs, CO | 2020

Advised a transit innovation study by evaluating performance of fixed-route networks, designing and simulating on-demand service zones, and improving connections to micromobility and other sustainable transportation options.

Rural Mobility Fund

Various Councils, UK | 2020 - 2021

Led three Department for Transport grant application processes, totaling over £5 million, to operate pre-booked and on-demand transit services aimed at improving mobility for under-served rural communities in various regions of the U.K.

Transit Feasibility Study

River Parishes Transportation Authority | 2020

Provided spatial analysis support for the evaluation of on-demand and fixed-route transit alternatives in a systemwide redesign of a legacy demand-response transportation service in St. Charles, St. James, and St. John the Baptist Parishes, Louisiana.

PROFESSIONAL EXPERIENCE

Transit Planning Principal, Via Transportation, Inc.
2020 - present

Associate Transportation Planner, Nelson\Nygaard
2015 - 2020

Transportation Research Intern, Regional Plan
Association
2014 - 2015

College Aide, New York City Transit
2013 - 2014

Geo Operations Lead, Google (contract via Adecco
Technical)
2013

GIS Content Analyst, Apple (contract via Pro
Unlimited)
2012 - 2013

Business Development Representative, Bright Media
Corporation
2011 - 2012

EHS Manager, SBM Management Corporation
2010 - 2011

EDUCATION

M.S., Urban Planning, Columbia University (New York,
NY)

B.A., Geography; Community & Environmental Planning,
University of Washington (Seattle, WA)



Josh Allmayer

PRINCIPAL

As the Deputy Project Manager, Josh will lead the project team in the daily implementation of all aspects of the project.

Josh is a Strategy Principal at Via, and he is a member of Via Strategies, Via's dedicated mobility planning and advisory team. Josh works with cities and transit agencies to develop multimodal strategies, identify opportunities to drive efficiencies, and simulate new mobility and transit services using Via's proprietary planning and simulation tools.

He brings significant experience in transportation and technology policy, including working as an advisor in the U.S. Senate. His economics background supports both technical depth and wide scope in his public mobility research and analysis. He holds an M.A. from the University of Michigan and a B.A. from Tulane University.

SELECTED VIA PROJECT EXPERIENCE

River Parishes Transit Authority | 2020

Josh led a demand-response feasibility study that focused on combining regional transit services in the New Orleans Metropolitan Area and evaluating alternative operational models that would sustainably lower costs. The study enabled RPTA to understand how to improve quality of service within a reduced budget.

Colorado Springs Alternative Mobility Study | 2019

Josh led the development of 6 microtransit zones for Mountain Metro Transit through demographic and needs-based assessment. He also conducted a peer review that provided MMT with new mobility strategies undertaken by agencies serving similar populations and geographies.



PROFESSIONAL EXPERIENCE

Principal, Via Transportation, Inc.

2019 - present

Associate, Cohen & Steers

2018

Correspondent, The Capitol Forum

2016 - 2017

Associate, McBee Strategic Consulting

2015 - 2016

Legislative Correspondent, U.S. Senator Jerry Moran

2013 - 2015

EDUCATION

M.A. Applied Economics, University of Michigan

B.A. Economics, Tulane University

B.A. Political Science, Tulane University



Cathal O’Gorman

PRINCIPAL

As a member of the project team, Cathal will help lead Via’s analysis and planning by supporting the execution of each project task.

Cathal is a Principal at Via and one of the founding members of Via Strategies, Via’s dedicated new mobility planning and advisory team. He works with agencies to assess their existing transportation landscape, identify opportunities for innovative mobility solutions, and simulate new mobility and transit services using Via’s proprietary planning and simulation tools.

Cathal brings extensive mobility experience gained from his research and analysis at iVentures, BMW’s mobility-focused venture capital fund, and his position with iSee.ai, an autonomous driving startup based in Boston. Prior to his MBA at Harvard Business School, Cathal worked on strategic projects for companies in the Asia-Pacific region as an associate at McKinsey & Company.

SELECTED VIA PROJECT EXPERIENCE

Summit County Transit Planning Study Summit County, UT | 2020-2021

Cathal was the project manager for an extensive study that developed a multimodal transit development plan including an integrated on-demand microtransit and fixed-routes transit network in Summit County. The project was successfully implemented in July 2021 and ridership has rapidly grown since launch.

Hall County Microtransit Feasibility Study Hall County, GA | 2019

Cathal was the project manager for a study that examined the feasibility of converting several bus routes and the rural dial-a-ride service to on-demand transit. The service has now been [implemented](#).

Glenwood Springs On-Demand Transit Study Glenwood Springs, CO | 2019

Cathal analyzed the feasibility of converting the Ride Glenwood Springs fixed-route buses to an on-demand service. In addition to extensive simulation and analysis, Cathal led all public engagement efforts for this study, including conducting rider surveys and stakeholder focus groups.

SELECTED PROJECT EXPERIENCE, CONT.

Utah Transit Authority Microtransit Planning Project Salt Lake County | 2018 - 2020

Cathal led a study that identified potential microtransit service zones across the UTA service area, simulated their performance, and ranked each zone based on its performance against the Authority’s goals and objectives. The study was partially funded by the Utah Developmental Disability Council and included in-depth recommendations on how to ensure microtransit is accessible for all.

PROFESSIONAL EXPERIENCE

Principal, Via Transportation, Inc. 2018 - present

Associate, BMW i Ventures 2017

Associate, McKinsey & Company 2014 - 2016

EDUCATION

MBA, Harvard Business School (Cambridge, MA)
B.Eng., Chemical and Material Engineering, University of Auckland (Auckland, NZ)



Web Farabow

ASSOCIATE PRINCIPAL

Web is a Transit Planning Associate Principal at Via, where he supports innovative transit feasibility studies, multimodal development plans, and network redesign efforts. He has been with Via since 2018, and has worked with dozens of transit providers to plan deployments of demand-responsive transit technology, including clients in dense urban settings like the New York Metropolitan Transportation Authority (MTA), and in rural areas like Flathead County, MT, a large rural county with an area of over 5,256 mi². Web holds a Bachelor of Arts in history from Williams College.



Gal Kramer

ASSOCIATE

Gal is a Transit Planning Associate at Via. She works with city and transit agency partners to develop and design forward-thinking demand-responsive and multimodal transit systems. Gal has been with Via since 2021, and she brings analytical and technical experience in transportation planning from previous experience at the Massachusetts Bay Transportation Authority and Massachusetts Port Authority. She has a Masters in Urban Planning from Harvard University's Graduate School of Design, and a B.A. from McGill University.



Gabrielle McCaig

GLOBAL HEAD OF COMMUNITY AFFAIRS

As Global Head of Community Affairs, Gabrielle McCaig is in charge of supporting our partners and advocacy groups around the globe in ensuring we create transportation that is equitable and accessible to all. For SMART, Gabrielle will leverage this experience to guide our stakeholder engagement activities, leveraging her experience. Gabby joined Via in July 2014, where she led the New York rider marketing program, along with community outreach activities for services in Chicago, Washington, D.C., London, Amsterdam, and Milton Keynes, UK. Gabby holds an M.Sc. in Public Policy from the University of Edinburgh, and a B.S. in Comparative Religion and Communications from Northwestern University.

D. Scope of Work/Implementation

Task 1: Project Management

At Via, we believe in proactive project management. To assure this, we will organize regular, biweekly calls with City staff to discuss completed tasks to date, progress on deliverables, red-flag issues, and project activities and expected deliverables for the following month period. Our project manager (David Perlmutter) will be the primary point of contact throughout the process. A deputy project manager (Josh Allmayer) will also be available to City staff to ensure that we are able to quickly respond to any requests. Our project manager will be responsible for preparing monthly progress reports with invoices and coordinating project resources so that milestones are met in an efficient manner. The team will also be responsible for preparing agendas and notes for biweekly meetings, as well as agendas and minutes for stakeholder focus groups and the City Council workshop described in Task 3.

1.1 Kickoff Meeting

We will begin by facilitating a kickoff meeting with City staff to discuss goals, expectations, key issues, and communications protocols to ensure a smooth project from start to finish. Specific tasks to be included in this meeting are the following:

- Discuss project goals, impetus, potential obstacles, logistics, and key decision makers
- Establish processes for monitoring schedules, monthly progress reports, invoices, and billing
- Finalize dates and times for biweekly project team meetings and call(s) with City staff
- Finalize the project timeline and scope of work
- Establish roles, communication protocol, and expectations
- Discuss available sources of data for Task 2
- Identify key stakeholders to include in the engagement process outlined in Task 3

1.2 Establish Goals and Objectives

Following the project kickoff meeting, we will begin by working with City staff to develop a series of realistic and attainable goals, objectives, and performance metrics used to evaluate the various modes of innovative transit service delivery discussed in Task 3. This step is essential to clarifying what key stakeholders and potential riders value in new forms of transit service, as well as guiding our evaluation and prioritization of these approaches for implementation.

1.3 Quality Assurance

Via has developed a Quality Assurance/Quality Control (QA/QC) process that is applied to each project we undertake. Every project deliverable will be carefully checked against the criteria established in the RFP and in the project work plan for completeness and quality prior to submission to the City in draft form. All feedback from the City will be incorporated or addressed prior to the issuance of final deliverables.

Task 2: Assessment of TTD's Current Service and Existing Service Gaps

2.1 Demographic Analysis

The Via team will use demographic data from the latest American Community Survey (ACS) to develop maps depicting the spatial distribution of populations with a high propensity to use transit

[REDACTED]

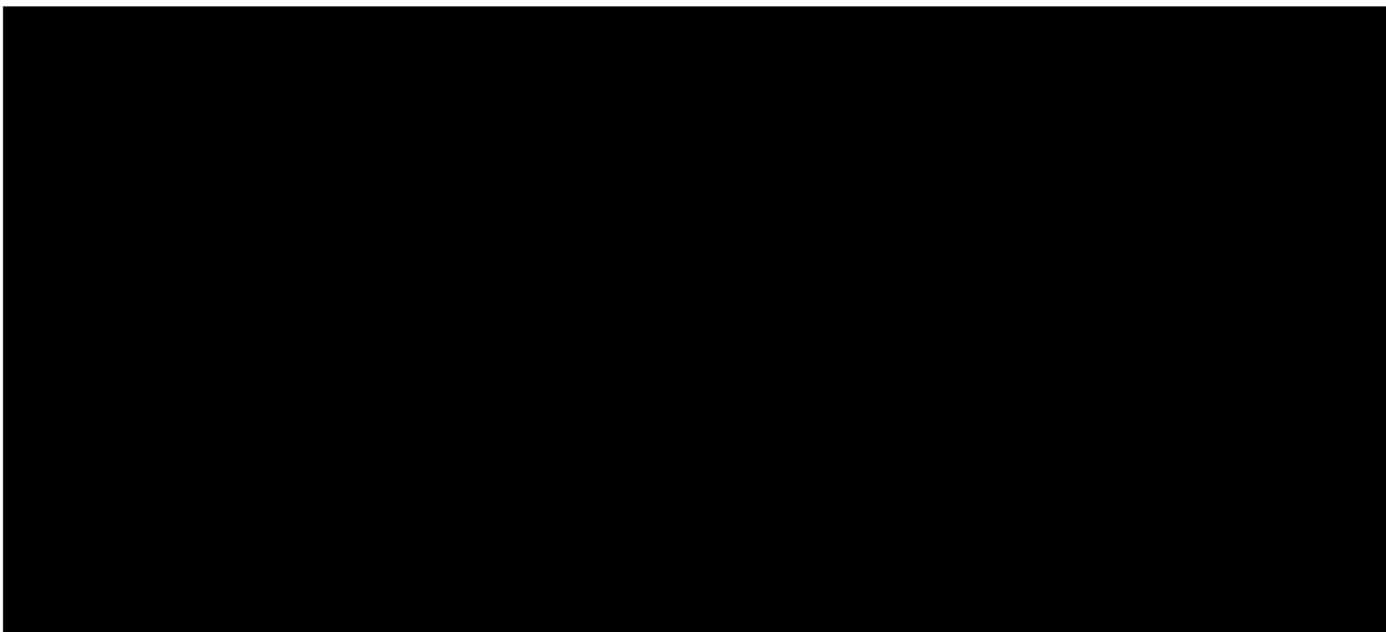
[REDACTED]

[REDACTED]

[REDACTED] The project team will leverage our proprietary Remix Explore tool, which allows each of these factors to be easily mapped in an interactive way.

We will supplement these data with development, population, and employment forecasts, as available, from the City and other local organizations. We will also work with City staff and key stakeholders to identify major travel activity centers in the region, [REDACTED]

[REDACTED]. To the extent available, we will also review recent travel surveys or reports related to carpooling and informal shuttles in South Lake Tahoe.



2.2 Analysis of Current Service and Identification of Service Gaps

Via will conduct a comprehensive analysis of the current service to assess performance, understand how the transit system serves riders, and identify service gaps. Ridership, service, and cost data obtained from the City and/or TTD will serve as the basis for analyzing the coverage, productivity, efficiency, and quality of the existing TTD services. We will gather historical fixed-route and paratransit ridership and cost information to analyze patterns and trends. [REDACTED]

[REDACTED]

_____ If required, we will also identify mobility services provided by other public and private entities throughout the service area such as vanpools and employer-sponsored shuttles.

Our approach to each evaluation category provided in the RFP is outlined below:

Category	Approach
1. Density	Identify areas of population, jobs, minority, poverty, and disability density, and determine if the existing transit network adequately serves these areas.
2. Connectivity	Identify key employment centers and other POIs () and determine if the existing transit network provides adequate connections between the workforce and employer locations, as well as between residents/visitors and other POIs.
3. Walkability	Assess how far residents and visitors must currently walk to access transit and identify gaps in the network
4. Convenience	Evaluate wait times and journey times for customers and how they compare to driving a private vehicle to determine the convenience of the existing transit system.
5. Affordability	Assess the current fare structure and median incomes for transit-reliant and choice riders to determine the affordability of current services.
6. Frequency	Assess the difference in frequency across routes, and which rider groups experience low frequency transit.
7. Travel Time	Examine trip durations to determine the directness (or detour) of passenger trips.
8. Reliability	Assess the on-time performance of the transit system and how it compares to peer agencies.
9. Ease of Use	Evaluate existing trip planning tools and information and determine how new transit technologies may provide real-time information.
10. Accessibility	Assess the ADA paratransit service and the accessibility of fixed-route to ensure that all riders, regardless of need, are able to utilize the transit system.
11. Passenger Facilities	Map all passenger facilities and compile information on infrastructure quality and whether there are stops without adequate infrastructure.
12. Fixed-Asset Management	Assess the value of current fleet yards and real estate and determine whether TTD is maximizing their ability to receive federal funding; and, if not, identify strategies for TTD to increase federal funding, including ownership status.
13. Perception	Assess customer satisfaction of the current transit system through stakeholder

	focus groups and review of any past public surveys. Via could also produce and disseminate its own customer survey, if the City is interested.
14. Service Coverage	Assess whether the transit system provides adequate coverage to high density areas and key demographics, such as minorities and low-income population. We will leverage this analysis to determine if there are gaps in meeting Title VI requirements.

Task 3: Facilitate the City Council's Vision for Transit

3.1 Peer Review and Industry Best Practices

Via will evaluate existing TTD operations against peer agencies and industry best practices. Building on the information gathered for mobility needs and TTD's current service identified in Task 2, Via will work with City staff to select up to five relevant peers to serve as subjects for detailed case studies. Information will be gathered through written questionnaires and/or phone interviews with peer agency representatives. In addition to the qualitative insights gained through interviews, quantitative data will be requested to gain a thorough understanding of the costs and benefits of each program.

3.2 Focus Groups with Regional Stakeholders

Via will travel to South Lake Tahoe to conduct two (2) focus groups with regional stakeholders to understand community transit needs and develop strategies for the future. Stakeholders will include Tahoe Regional Planning Agency, TTD, South Shore Transportation Management Association, Lake Tahoe Community College, and Chamber representatives. Additionally, Via will work with the City to develop a list of any additional stakeholders to involve, such as employers, residents, representatives from senior services agencies, and community leaders, among others, to give context and insight into improving transit service in South Lake Tahoe. These focus groups will provide critical information on the community's understanding and outlook on existing transit, populations that would be especially important to serve, and crucial operational and design insights.

Via will also use stakeholder engagement activities to develop realistic and attainable goals, objectives, and performance measures for a future transit service. This step is essential to clarifying what key stakeholders and potential riders value in a transit service, as well as how the service will be evaluated.

3.3 City Council Workshop

Via will conduct a workshop with the South Lake Tahoe City Council to develop their vision for transit, while visiting South Lake Tahoe to conduct focus groups. During the workshop, we will review the Assessment of TTD's Current Service and Existing Service Gaps and brainstorm how existing and new transit services can best be used to serve the community's needs. We provide sample guiding questions below that have helped structure similar workshops:

- Which communities are being well served by the existing transit system? Which groups are not being well served by the existing transit system?

- What areas are being well served by the existing transit system? What areas are not being well served by the existing transit system?
- Which of the following metrics are most important when considering new transit services and use cases?

Task 4: Recommendations to Improve the Transportation Network

In Task 4, Via will identify a comprehensive scope of services to meet the needs of the South Lake Tahoe community, including rationalization of the fixed-route network, introduction of new mobility services (e.g., microtransit), improvement of regional transit connectivity across state and county lines, and identification of opportunities to electrify transit assets. Additionally, Via will evaluate the feasibility of multimodal transit technologies that could optimize across all new and existing modes.

Our approach in developing transit service options is to look at how transit services can better serve travel demand and promote regional connectivity, and to consider what types of services are practical and financially feasible given local resources. The service options will take into account South Lake Tahoe's demographics, stakeholder input, information learned from the evaluation and analyses in Tasks 2 and 3, and industry best practices.

Based on our findings from the previous tasks, we will closely examine which transit model(s) would best serve the City, including, but not limited to:

- Redesign of the existing bus system to ensure key demographics are adequately served
- Microtransit (also known as on-demand transit) to provide rideshare-like transit services at potentially lower operational cost than high frequency bus services
- Alternative service delivery models for ADA paratransit (e.g., commingling with on-demand microtransit)
- Electric bus systems and any other environmentally conscious options

We will develop a matrix that illustrates the pros and cons of each potential transit solution, if implemented in South Lake Tahoe, including any combinations of the transit solutions listed above. Based on this analysis, the Via team will perform extensive testing on viable transit options to understand resource requirements and expected performance.

4.1 Fixed-Route Service Design

The Via team will assess opportunities to modify or augment existing routes to incorporate residential areas and key destinations determined in preceding tasks, as well as ensure regional connectivity across state and county lines. We will use Remix Transit, as shown below, to quickly create and modify routes.



[REDACTED]

[REDACTED]

4.2 Microtransit Service Design and Simulations

Via will conduct simulations to determine how different microtransit and integrated service alternatives will perform. We will examine the dynamic relationship between service zone boundaries, service parameters like maximum and average wait time, walk distance to pickup/dropoff, and journey times; and fleet size/cost. This highly technical exercise leverages Via's proprietary simulation tool, which allows us to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.3 Alternative Service Delivery Models for ADA Paratransit

The project team will explore potential efficiency and customer experience improvements to the ADA paratransit service. We will use our proprietary transit planning tools, described above, as well as expertise developed from our paratransit operations on the ground to provide a summary evaluation of the feasibility of these improvements for customers in South Lake Tahoe.

4.4 Fleet Electrification

Via will assess the costs and feasibility of electrifying the fixed-route bus fleet as well as incorporating electric vehicles in new mobility services (i.e., on-demand transit). This will include an assessment of charging stations and other infrastructure required to provide an electric vehicle transit service.

Task 5: Feasibility of the City Assuming Transit Services

After developing recommendations in Task 4, Via will assess the feasibility of the City (or other entity) assuming transit services and identify necessary resources and/or barriers to effectively managing a transit system in-house, including costs to implement any recommended services and federal (FTA) funding implications.

5.1 Implementation Roadmap

Via will draw on our experience launching and operating fixed-route, on-demand microtransit, and ADA paratransit services to provide the City with a clear path for successfully implementing the proposed changes to the current service, with a particular focus on financial feasibility, educating customers, and managing the transition to a new or modified municipally-run (or other new governance structure) service through targeted marketing and by working with partners and other stakeholders.

Each potential solution will be qualified in terms of the roles and responsibilities of the strategy's stakeholders, key performance indicators, potential sources of funding, likelihood of implementation during short-term to long-term horizons, operational and capital cost estimates, regulatory requirements, and the relative complexity of staffing, training, and technology improvements needed.

5.2 Funding

Via will identify available funding options, ensuring that the recommendations become sustainable services. Via has extensive experience in developing funding strategies for transit services that incorporate federal, state, local, and private funding in addition to farebox revenue. We will examine all existing funding sources and also review potential new sources of funding for the City.

E. Project Budget and Timeline

Project Budget

Below, we itemize Via's project budget by task, which will only be charged on achievement of the deliverables outlined on the following page. Via's not-to-exceed \$38,000 fee is inclusive of all staff hours, travel, and technology costs required to perform the Study. [REDACTED]

Via Mobility, LLC

RFP - Comprehensive Transit Analysis of Current Mobility Services in the South Shore
City of South Lake Tahoe

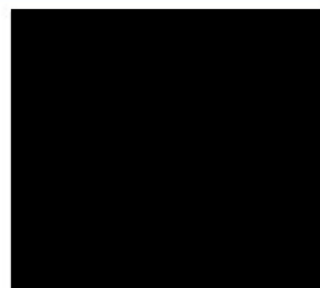


Note: Should the City desire, Via would be happy to provide additional budget information or to provide this fee proposal in an alternative format.

Price Proposal

Task

1. Project Management
 2. Current Service Assessment
 3. Developing Transit Vision
 4. Recommendations
 5. City Management of Transit
- Total



TOTAL PRICE

\$38,000

Proposed Travel

We propose two on-site trips during the project as outlined below.

1. **Stakeholder focus groups and City Council workshop.** We will travel to South Lake Tahoe to conduct two (2) focus groups with regional stakeholders and lead a workshop with the City Council to develop the community vision for transit.

Suggested date range: May 2022 - June 2022



2. **Present final recommendations.** We will travel to South Lake Tahoe to present final recommendations.

Suggested date range: August 2022 - September 2022



Project Timeline and Deliverables

Via has invested substantial resources into developing our transit planning methodology, balancing diligence and thoroughness with time- and resource-efficiency. We propose to complete the study in ~6 months from the notice to proceed. Our experience has shown this is sufficient time to complete comprehensive transit study and fulfill all requirements outlined in this RFP. However, Via is willing and able to adjust the schedule to match the City's preferences if requested. Below, we explain each deliverable, and we provide the project timeline on the following page.

Task 1: Project Management

Following the kickoff meeting, we will prepare a detailed project schedule and a data request memo to kick off the Current Service Assessment (Task 2).

Task 2: Current Service Assessment

We will create an Existing Conditions Report which summarizes our demographic analysis, transit market assessment, and our analysis of TTD's current transit service, providing clear insights on all service evaluation categories listed in our description of Task 2.

Task 3: Facilitating the City's Transit Vision

At the conclusion of Task 3, our deliverable will include three items: (1) a summary of our peer review with clearly marked industry best practices; (2) a summary of our focus groups with regional stakeholders, including identification of key community transit needs and user groups; and (3) a summary of the main findings in the City Council workshop, including clear directives for the vision of South Lake Tahoe transit.

Task 4: Recommendations to Improve the Transportation Network

Via will create a matrix that assesses the costs and benefits of each recommendation, allowing the City to evaluate the best path forward to achieve its delineated goals in Task 3.

Task 5: Feasibility of the City Assuming Transit Services

Depending on the feasibility assessment, Via will produce an implementation plan for the City (or other entity) to operate the transit system and implement the recommendations, including the roles and responsibilities of the strategy's stakeholders, key performance indicators, potential sources of funding, likelihood of implementation during short-term to long-term horizons, operational and capital cost estimates, regulatory requirements, and the relative complexity of staffing, training, and technology improvements needed.

Final Report

At the conclusion of the study, we will develop a report summarizing the recommended improvements, the costs, benefits and impacts of each, and recommendations for any subsequent supplemental studies/actions. It will include recommendations to address immediate service needs (i.e., six to eighteen months) and intermediate service needs (two to five years).

Project Schedule

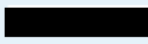
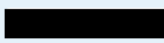
Weeks from Notice to Proceed:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Task 1: Project Management																									
<i>Biweekly Meetings</i>																									
<i>Establish Goals and Objectives</i>																									
<i>Final Report & Presentation</i>																									
Task 2: Current Service Assessment																									
<i>Demographic Analysis</i>																									
<i>Current Service Analysis</i>																									
Task 3: Developing Transit Vision																									
<i>Peer Review and Best Practices</i>																									
<i>Stakeholder Focus Groups</i>																									
<i>City Council Workshop</i>																									
Task 4: Recommendations																									
<i>Fixed-Route Service Design</i>																									
<i>Microtransit Simulations</i>																									
<i>Paratransit Alternatives</i>																									
<i>Fleet Electrification</i>																									
<i>Multimodal Technology</i>																									
Task 5: City Management of Transit																									
<i>Implementation Roadmap</i>																									
<i>Funding</i>																									

F. Description of Recent Projects/References

Reference 1: Summit County, Utah

Location	Summit County, Utah
Services Provided	In late 2020, Via developed a multimodal transit development plan that includes an integrated on-demand demand-responsive transit and fixed-routes transit network in Summit County. The study used Remix's cutting-edge tools to redesign Summit County's fixed-route bus network with an emphasis on frequent and direct service, planning on-demand demand-responsive transit zones to increase coverage and provide first- and last-mile connections, and scoping the implementation of multimodal technologies that allow for seamless integration of the two modes for both customers and service managers. The study involved comprehensive existing transit and spatial analysis, dozens of interviews and workshops with local stakeholders, a transit alternatives analysis that assesses costs and benefits of a wide variety of alternative transit options, and a detailed implementation plan describing all operational, capital, and regulatory requirements. The project team simulated the proposed multimodal network using Via's and Remix's proprietary technology in order to assess the performance and costs associated with different service zone boundaries, fleet sizes, demand expectations, and mode share. Through frequent engagement with the County and other stakeholders, the alternatives analysis has been an iterative process, ensuring broad-based support across the community. Via worked with Summit County Transit to implement the results of our study with a new transit service: High Valley Transit. We launched a 9-vehicle demand-responsive transit service in May 2021, ADA paratransit in June, and fixed-route service in July. In line with Via's recommendations, the system functions as a seamlessly-integrated multimodal network, allowing customers to plan and book trips that span modes. High Valley Transit is also integrated with the broader regional network, including Park City, UT's local bus system.
Materials	Via's completed Market and Route Analysis can be accessed online at High Valley Transit's website: https://highvalleytransit.org/studies/

Reference 2: Utah Transit Authority (UTA)

Location	Salt Lake City, UT and surrounding areas
	
	
	
	The Utah Transit Authority (UTA) engaged Via to assist in the deployment of simulation tools to understand the supply and demand for on-demand transit services within UTA's service area. Via was selected as UTA's partner for the project through a competitive procurement process, and over several months we worked closely with a cross-functional team from UTA to develop and iterate demand-responsive transit service models, making recommendations around UTA's critical questions, such as the cost, expected ridership, and expected quality of service under different scenarios. Via explored three key use-cases for demand-responsive transit: 1. First mile / last mile trips: To transport riders to and from a nearby train station, core bus route, or other designated transit connections within a fixed geographic area, i.e., zone. 2. Community service: To transport riders anywhere within a zone or a demand-responsive transit in areas that have limited demand for traditional transit services. 3. Late night / weekend coverage: To transport riders anywhere within a zone at times when UTA transit services are less frequent or not available. The study identified 20 potential demand-responsive transit zones across the region (pictured below). Each zone was simulated and prioritized, creating a roadmap for future expansion of demand-responsive transit that will be seamlessly integrated into UTAs existing bus and rail network. The project was completed in September 2020 and UTA is currently in the process of implementing many of the recommendations outlined in the report.
Materials	Please find Via's final report at: https://www.rideuta.com/-/media/Files/About-UTA/Reports/2021/UTA_Microtransit_Consulting_Report_Final.ashx?la=en

Reference 3: Glenwood Springs, CO

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Services Provided	Via completed an on-demand transit study for the City of Glenwood Springs, Colorado in October 2019. The City wished to address the challenges of declining ridership on the "Ride Glenwood Springs" (RGS) bus service and providing service to newly developed outlying areas. The City wished to explore how on-demand transit solutions could either supplement, or replace in part or in full the existing fixed-route RGS service. Via conducted a detailed analysis of RGS ridership by stop, time-of-day, and season; assessed data on the performance of other bus services operated by the regional Roaring Fork Transit Authority; reviewed data on the utilization of paratransit and specialized transportation services; and analyzed economic and demographic information to develop a proposed service zone for on-demand transit in Glenwood Springs. Via also carried out a community and stakeholder engagement effort to better understand if and how an on-demand service could improve mobility for people in Glenwood Springs. This included developing and administering a survey and holding two stakeholder focus groups in the City. After developing a potential service zone and engaging with the community and stakeholders, Via modeled a series of different on-demand scenarios, each addressing different levels of demand with different fleet sizes and service parameters. The City is currently determining whether or not to proceed with the launch of an on-demand service.
Materials	Via's completed Transit study can be accessed online at: https://cogs.us/DocumentCenter/View/5973/Ride-Glenwood-On-Demand-Transit-Study-2019

Contract Clarifications

We have reviewed the City of South Lake Tahoe's RFP # 2021-12-10 ("Comprehensive Transit Analysis of Current Mobility Services in the South Shore") and its accompanying Professional Services Agreement, the terms of which we accept. Should we be awarded this bid, we would respectfully request a small number of minor modifications to the Professional Services Agreement, including: (i) removal of the right to termination for convenience; (ii) limitation of the contractor's indemnification of the city to cases arising out of the contractor's negligence, willful misconduct, or breach of the agreement; (iii) addition of a customary limitation of liability; and (iv) addition of language which specifies that we will continue to own all intellectual property rights over property and tools not developed specifically for the city.

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: Via Mobility, LLC

Name, Title Zachary Wasserman Manager

By: _____

Date 12/7/2021

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 10.



Agenda Item: Establishment of Juneteenth National Independence Day ("Juneteenth") as a Paid City Holiday

Executive Summary: Juneteenth, also known as Juneteenth Independence Day, recognizes the end of slavery in the United States. On June 17, 2021, President Joe Biden signed the Juneteenth National Independence Day Act recognizing June 19 as Juneteenth and as a federal holiday. To honor the significant roles African-Americans have played in the history of the United States and in California, on September 21, 2021, City Council approved Juneteenth National Independence Day as an official City holiday. In accordance with the provisions of the Meyers-Milius-Brown Act (MMBA), the City has met and conferred in good faith with representatives of the City's six bargaining units to approve Juneteenth as a City holiday.

Requested Action / Suggested Motions: Pass Resolution approving Side Letters with Collective Bargaining Units; South Lake Tahoe Police Officer's Association (SLTPOA), South Lake Tahoe Police Employee's Association (SLTPEA), South Lake Tahoe Police Supervisor's Association (SLTPSA), Local #39 Administrative & Confidential, Local #39 General & Public Works, South Lake Tahoe Firefighter's Association (SLTFA) to establish Juneteenth as a Paid City Holiday.
Responsible Staff Member: Tom Stuart, Assistant to the City Manager II

Responsible Staff Member: Tom Stuart, CGHRCP, 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 - Establishment of Juneteenth.docx](#)
- [02-Resolution-Side Letters Establishing Juneteenth Holiday.docx](#)
- [03-Local 39 G&PW Side Letter - Juneteenth.docx](#)
- [04-Local 39 A&C Side Letter - Juneteenth.docx](#)
- [05-SLTPSA Side Letter - Juneteenth.docx](#)
- [06-SLTPEA Side Letter - Juneteenth.docx](#)
- [07-SLTPOA Side Letter - Juneteenth.docx](#)
- [08-SLTFire Side Letter - Juneteenth.docx](#)



City of South Lake Tahoe

Report to City Council

February 1, 2022

Title: Establishment of Juneteenth National Independence Day ("Juneteenth") as a Paid City Holiday

Location: Citywide

Responsible Staff Member: Tom Stuart CGHR-CP, Assistant to the City Manager II
(530) 542-6052

Background: During the 2020-2023 contract negotiations, one of the bargaining units requested for Juneteenth to be a City holiday. Because holidays are citywide and not specific to each bargaining unit, the City Manager agreed to request that City Council to make Juneteenth a recognized City holiday. On September 21, 2021 staff brought forward the request and the City Council approved June 19, Juneteenth, as a City holiday. In accordance with the provisions of the Meyers-Milius-Brown Act (MMBA), the City has met and conferred in good faith with representatives of the City's six bargaining units to approve Juneteenth as a City holiday.

Issue and Discussion: Action is being requested by the City Council to adopt a resolution approving the six side letters with SLTPOA, SLTPEA, SLTPSA, Local #39 Administrative & Confidential, Local #39 General & Public Works, and SLTFA recognizing June 19th as Juneteenth as City holiday.

To complete this process successfully, the terms and conditions proposed herein must be ratified at a public meeting.

New holiday pay percentage rate for employees not granted holidays off will become effective the payroll period that contains February 1, 2022.

Financial Implications: The total direct fiscal impact from adding an additional paid holiday for permanent full and part time city employees is an increase to expenditures of approximately \$30,000 annually. Staff will evaluate the full impact on Fiscal Year 2021-2022 budget and will include this additional cost with the annual mid-year budget adjustments preliminary scheduled to be presented to Council in March 2022.

Resolution 2022-XXX

**Adopted by the City of South Lake Tahoe
City Council**

February 1, 2022

Approving Side Letters with Collective Bargaining Units; South Lake Tahoe Police Officer's Association (SLTPOA), South Lake Tahoe Police Employee's Association (SLTPEA), South Lake Tahoe Police Supervisor's Association (SLTPSA), Local #39 Administrative & Confidential, Local #39 General and Public Works, South Lake Tahoe Firefighter's Association (SLTFA) establishing Juneteenth National Independence Day ("Juneteenth") as a Paid City Holiday

BACKGROUND

- A. During the 2020-2023 contract negotiations, one of the bargaining units requested for Juneteenth to be a City holiday.
- B. On September 21, 2021 staff brought forward the request and the City Council approved June 19, Juneteenth, as a City holiday; and
- C. In accordance with the provisions of the Meyers-Milias-Brown Act (MMBA) of the California Government Code, the City has met and conferred in good faith with representatives of the City's six bargaining units SLTPOA, SLTPEA, SLTPSA, Local #39 Administrative & Confidential, Local #39 General & Public Works, and SLTFA to approve Juneteenth as a City holiday.
- D. New holiday pay percentage rate for employees not granted holidays off will become effective the payroll period that contains February 1, 2022.

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

- 1. Approves Side Letters with Collective Bargaining Units; South Lake Tahoe Police Officer's Association (SLTPOA), South Lake Tahoe Police Employee's Association (SLTPEA), South Lake Tahoe Police Supervisor's Association (SLTPSA), Local #39 Administrative & Confidential, Local #39 General and Public Works, South Lake Tahoe Firefighter's Association (SLTFA) establishing June 19 as Juneteenth National Independence Day ("Juneteenth") and as a Paid City Holiday (attached hereto); and
- 2. Directs the City Manager to take all steps that are proper and necessary to implement this action.

Adopted by the City of South Lake Tahoe City Council on February 1, 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.

**SIDE LETTER
CITY OF SOUTH LAKE TAHOE (“CITY”)
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY
ENGINEERS, LOCAL 39 GENEERAL AND PUBLIC WORKS EMPLOYEES**

**SIDE LETTER AGREEMENT
TO
JANUARY 1, 2021 – SEPTEMBER 30, 2023
MEMORANDUM OF UNDERSTANDING (MOU)**

WHEREAS, on June 17, 2021, President Biden signed legislation creating the Juneteenth National Independence Day (“Juneteenth”) Holiday commemorating the end of slavery in the United States and;

WHEREAS, on September 21, 2021, the City Council of South Lake Tahoe approved a resolution recognizing the “Juneteenth” holiday.

NOW THEREFORE, the parties agree to the following revisions to Section 3.1(A) of the existing MOU:

SECTION 3.1 - HOLIDAYS

A. Fixed Holidays

Eight (8) hours of paid leave shall be granted to all eligible employees for each of the following days:

New Years Day	January 1
Civil Rights Day/ Martin Luther King, Jr.’s Birthday	Third Monday in January
Washington’s Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24

Christmas Day

December 25

Regular status, part-time employees shall be paid for holidays on a pro-rated basis, given the ratio of their budgeted work schedule to full-time status.

FOR THE UNION

CITY OF SOUTH LAKE TAHOE

Bart Florence, Business Manager, Local 39

Devin Middlebrook, Mayor

Charlie Solt, Director of Public Employees

Laura LeSieur, Business Representative

**SIDE LETTER
CITY OF SOUTH LAKE TAHOE (“CITY”)
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY
ENGINEERS, LOCAL 39 ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES**

**SIDE LETTER AGREEMENT
TO
JANUARY 1, 2021 – SEPTEMBER 30, 2023
MEMORANDUM OF UNDERSTANDING (MOU)**

WHEREAS, on June 17, 2021, President Biden signed legislation creating the Juneteenth National Independence Day (“Juneteenth”) Holiday commemorating the end of slavery in the United States and;

WHEREAS, on September 21, 2021, the City Council of South Lake Tahoe approved a resolution recognizing the “Juneteenth” holiday.

NOW THEREFORE, the parties agree to the following revisions to Section 3.1(A) of the existing MOU:

SECTION 3.1 - HOLIDAYS

A. Holidays

Eight (8) hours of paid leave shall be granted to all eligible employees for each of the following days:

New Years Day	January 1
Civil Rights Day/ Martin Luther King, Jr.’s Birthday	Third Monday in January
Washington’s Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November

Christmas Eve
Christmas Day

December 24
December 25

Regular status, part-time employees shall be paid for holidays on a pro-rated basis, given the ratio of their budgeted work schedule to full-time status.

FOR THE UNION

CITY OF SOUTH LAKE TAHOE

Bart Florence, Business Manager, Local 39

Devin Middlebrook, Mayor

Charlie Solt, Director of Public Employees

Laura LeSieur, Business Representative

**SIDE LETTER
CITY OF SOUTH LAKE TAHOE ("CITY")
AND
SOUTH LAKE TAHOE POLICE SUPERVISORS ASSOCIATION (ASSOCIATION)**

**SIDE LETTER AGREEMENT
TO
JANUARY 1, 2021 – SEPTEMBER 30, 2023
MEMORANDUM OF UNDERSTANDING (MOU)**

WHEREAS, on June 17, 2021, President Biden signed legislation creating the Juneteenth National Independence Day ("Juneteenth") Holiday commemorating the end of slavery in the United States and;

WHEREAS, on September 21, 2021, the City Council of South Lake Tahoe approved a resolution recognizing the "Juneteenth" holiday.

NOW THEREFORE, the parties agree to the following revisions to Sections 7.1 - 7.3 of the existing MOU:

SECTION 7. HOLIDAYS

7.1 Official City Holidays - The official City holidays are:

- a) January 1
- b) The third Monday in January/Civil Rights Day
- c) The third Monday in February
- d) The last Monday in May
- e) June 19, "Juneteenth National Independence Day" (effective 2022)
- f) July 4
- g) The first Monday in September
- h) The second Monday in October
- i) Veteran's Day
- j) Thanksgiving Day
- k) The Friday immediately following Thanksgiving Day
- l) December 24*

m) December 25*

*For purposes of computing overtime pay, New Year's Eve holiday shall begin at 4 p.m. December 31.

**Whenever December 24th falls on Saturday or Sunday, the holiday will be the preceding Friday by those staff who are off on the City-celebrated holiday. Whenever December 25th falls on Saturday or Sunday, the holiday will be observed on the following Monday.

Eight (8) hours of paid leave shall be granted to all eligible employees for each official City holiday

7.2 Personnel Granted Holidays Off. Records Supervisors are not covered under Section 7.3 below and shall not be required to be on duty on official City holidays but shall be paid eight (8) hours of straight time. If an employee's services are needed and required in the interests of public health, safety, or general welfare on an official holiday, the employee shall be compensated at his or her overtime rate for all hours worked on the City observed holiday. These employees may elect to accrue compensatory time-off hours.

7.3 Personnel Not Granted Holidays off. Personnel in following classifications which must be staffed each day of the week are not granted official City holidays as days off with pay

Sworn Sergeants (including Sergeant Detectives),

Sworn Lieutenants,

Dispatch Supervisors,

Fire Battalion Chief.

In lieu thereof they shall receive one (1) day's pay (eight (8) hours) (11.2 hours for Fire Battalion Chief) for each official City holiday. These additional days' pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(8 \text{ hours} \times 13 \text{ holidays}) / 2080 = 5.0\%$ for unit members except for the "Fire Battalion Chief" classification [i.e., per pay period multiplied by base pay] (or $(11.2 \text{ hours} \times 13 \text{ holidays}) / 2912 = 5.0\%$ for Fire Battalion Chief). These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(5).

In addition to the holiday payments described in this Section 7.3, Dispatch supervisors who work a shift beginning on an official City holiday will be allowed to have one-half of the total hours worked on the holiday added, at straight time, to his/her compensatory time off.

SOUTH LAKE TAHOE POLICE
SUPERVISORS ASSOCIATION

CITY OF SOUTH LAKE TAHOE

Travis Cabral, President

Devin Middlebrook, Mayor

Stacie Casabian, Labor Consultant

Joe Irvin, City Manager

**SIDE LETTER
CITY OF SOUTH LAKE TAHOE (“CITY”)
AND
SOUTH LAKE TAHOE POLICE EMPLOYEE’S ASSOCIATION (ASSOCIATION)**

**SIDE LETTER AGREEMENT
TO
JANUARY 1, 2021 – SEPTEMBER 30, 2023
MEMORANDUM OF UNDERSTANDING (MOU)**

WHEREAS, on June 17, 2021, President Biden signed legislation creating the Juneteenth National Independence Day (“Juneteenth”) Holiday commemorating the end of slavery in the United States and;

WHEREAS, on September 21, 2021, the City Council of South Lake Tahoe approved a resolution recognizing the “Juneteenth” holiday.

NOW THEREFORE, the parties agree to the following revisions to Sections 6.1-6.4 of the existing MOU:

SECTION 6. HOLIDAYS

6.1 Official City Holidays - The official City holidays are:

- a) January 1
- b) The third Monday in January/Civil Rights Day
- c) The third Monday in February
- d) The last Monday in May
- e) June 19, “Juneteenth National Independence Day” (effective 2022)
- f) July 4
- g) The first Monday in September
- h) The second Monday in October
- i) Veteran's Day
- j) Thanksgiving Day
- k) The Friday immediately following Thanksgiving Day
- l) December 24*

m) December 25*

Eight (8) hours of paid leave shall be granted to all eligible employees for each official City holiday. *Whenever December 24th falls on Saturday or Sunday, the holiday will be observed by staff who are off duty on the City-celebrated holiday the preceding Friday. Whenever December 25th falls on Saturday or Sunday, the holiday will be observed on the following Monday.

6.2 Personnel Granted Holidays Off - Personnel not covered under Section 7.3 below shall not be required to be on duty on official City holidays but shall be paid straight time for that day as if it was worked, up to a maximum of (8 hours) pay for each official City holiday. If an employee's services are needed and required in the interests of public health, safety, or general welfare on an official holiday, the employee shall be compensated at his or her overtime rate for all hours worked on the City observed holiday. These employees may elect to accrue compensatory time-off hours.

6.3 Personnel Not Granted Holidays Off - Personnel assigned to the following positions which must be staffed each day of the week are not granted official City holidays as days off with pay:

Public Safety Dispatcher Trainee

Public Safety Dispatcher

Community Service Officer

Police Trainee

In lieu thereof they shall receive one (1) day's (8 hours) pay for each official City holiday. These additional days' pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(8 \text{ hours} \times 13 \text{ holidays}) / 2080 = 5.0\%$ per pay period multiplied by base pay. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(5).

6.4 Floating Holiday Option - The City and Association agree that personnel described in Section 6.3. who are assigned to positions which must be staffed each day of the week and who are not granted official City holidays as days off with pay may, in lieu of receiving one day's (8 hours) pay for each official City holiday, reduce the number of holiday pay hours by twenty (20) and have said hours added to their floater leave balance. Said additional floater leave shall be taken off in accordance with the convenience of the Department and will be scheduled and approved in accordance with the provisions of this Memorandum of Understanding or the City's personnel rules. In the event the Department is unable to allow an employee to schedule and use this time off the employee will be paid for this time on an hour for hour basis. The remaining 84 hours of holiday pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(8 \text{ hours} \times 13 \text{ holidays}) - 20 = 84 \text{ hours} / 2080 =$

4.0% per pay period multiplied by base pay. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(5).

Employees choosing to reduce the amount of holiday pay they receive and add the twenty (20) hours of time-off to their floater leave balance, shall make a one-time irrevocable election no later than December 31 of each year for the next calendar year. Employees must use all floating holiday leave hours within the calendar year earned. Any floating holiday leave hours remaining on the books on December 31 of each year shall be paid out in accordance with Section 7.5, based on base salary.

SOUTH LAKE TAHOE POLICE
EMPLOYEES ASSOCIATION

CITY OF SOUTH LAKE TAHOE

Alisa Bindel, President

Devin Middlebrook, Mayor

Stacie Casabian, Labor Consultant

Joe Irvin, City Manager

**SIDE LETTER
CITY OF SOUTH LAKE TAHOE ("CITY")
AND
SOUTH LAKE TAHOE POLICE OFFICERS ASSOCIATION (ASSOCIATION)**

**SIDE LETTER AGREEMENT
TO
JANUARY 1, 2021 – SEPTEMBER 30, 2023
MEMORANDUM OF UNDERSTANDING (MOU)**

WHEREAS, on June 17, 2021, President Biden signed legislation creating the Juneteenth National Independence Day ("Juneteenth") Holiday commemorating the end of slavery in the United States and;

WHEREAS, on September 21, 2021, the City Council of South Lake Tahoe approved a resolution recognizing the "Juneteenth" holiday.

NOW THEREFORE, the parties agree to the following revisions to Sections 7.1-7.4 of the existing MOU:

SECTION 7. HOLIDAYS

7.1 Official City Holidays - The official City holidays are:

- a) January 1
- b) The third Monday in January/Civil Rights Day
- c) The third Monday in February
- d) The last Monday in May
- e) June 19, "Juneteenth National Independence Day" (effective 2022)
- f) July 4
- g) The first Monday in September
- h) The second Monday in October
- i) Veteran's Day
- j) Thanksgiving Day
- k) The Friday immediately following Thanksgiving Day
- l) December 24*

m) December 25*

Eight (8) hours of paid leave shall be granted to all eligible employees for each official City holiday. *Whenever December 24th falls on Saturday or Sunday, the holiday will be observed on the preceding Friday by those staff who are off duty on the City observed holiday. Whenever December 25th falls on Saturday or Sunday, the holiday will be observed on the following Monday.

*For purposes of computing overtime pay, New Year's holiday shall begin at 4 p.m. December 31.

7.2 Personnel Not Granted Holidays Off - Personnel covered by this MOU are not granted official City holidays as days off with pay.

In lieu thereof, they shall receive one (1) day's pay (eight hours) for each official City holiday. These additional day's pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(8 \text{ hours} \times 13 \text{ holidays}) / 2080 = 5.0\%$ per pay period multiplied by base pay. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(5).

7.3 Detective Division Holidays Off - Personnel assigned to the Detective Division shall be granted time off, upon request, for all city holidays. Personnel assigned to the Detective Division will use accrued leave for any granted time off on city holidays.

7.4 Floating Holiday Option - The City and Association agree that personnel described in Section 7.3, who are assigned to positions which must be staffed each day of the week and who are not granted official City holidays as days off with pay, may, in lieu of receiving one day's pay (eight hours) for each official City holiday, reduce the number of holiday pay hours by twenty (20) and have said hours added to their floater leave balance. Said additional floater leave shall be taken off in accordance with the convenience of the Department and will be scheduled and approved in accordance with the provisions of this Memorandum of Understanding or the City's personnel rules. In the event the Department is unable to allow an employee to schedule and use this time off the employee will be paid

for this time on an hour for hour basis. The remaining eighty-four (84) hours of holiday pay, shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(8 \text{ hours} \times 13 \text{ holidays}) = 104 \text{ hours less } 20 = 84 \text{ hours} / 2080 = 4.0\%$ per pay period multiplied by base pay. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(a)(5).

Employees choosing to reduce the amount of holiday pay they receive and add the twenty (20) hours of time-off to their floater leave balance, shall make a one-time non-revocable choice no later than February 1 of each year. Any floating holiday time remaining on the books on December 31st of each year shall be paid to the employee in accordance with 7.5.

This provision is not available to personnel assigned to the Detective Division because those employees already have special provision for certain holidays off.

SOUTH LAKE TAHOE POLICE
OFFICERS ASSOCIATION

CITY OF SOUTH LAKE TAHOE

Jake Herminghaus, President

Devin Middlebrook, Mayor

Stacie Casabian, Labor Consultant

Joe Irvin, City Manager

**SIDE LETTER
CITY OF SOUTH LAKE TAHOE ("CITY")
AND
SOUTH LAKE TAHOE FIREFIGHTERS' ASSOCIATION (ASSOCIATION)**

**SIDE LETTER AGREEMENT
TO
JANUARY 1, 2021 – SEPTEMBER 30, 2023
MEMORANDUM OF UNDERSTANDING (MOU)**

WHEREAS, on June 17, 2021, President Biden signed legislation creating the Juneteenth National Independence Day ("Juneteenth") Holiday commemorating the end of slavery in the United States and;

WHEREAS, on September 21, 2021, the City Council of South Lake Tahoe approved a resolution recognizing the "Juneteenth" holiday.

NOW THEREFORE, the parties agree to the following revisions to Sections 8.1 - 8.3 of the existing MOU:

SECTION 8. HOLIDAYS

8.1 Official City Holidays - The official City holidays are:

- a) January 1
- b) The third Monday in January-Civil Rights Day/MLK, JR Birthday
- c) The third Monday in February
- d) The last Monday in May
- e) June 19, "Juneteenth National Independence Day" (effective 2022)
- f) July 4
- g) The first Monday in September
- h) The second Monday in October
- i) Veteran's Day
- j) Thanksgiving Day
- k) The Friday immediately following Thanksgiving Day
- l) December 24*

m) December 25*

- 8.2 Personnel assigned in the following positions, which must be staffed each day of the week, are not granted official City Holidays as days off with pay:

Firefighter	Firefighter/Paramedic
Engineer	Engineer/Paramedic
Captain	Captain/Paramedic
Shift Commander	

In lieu thereof, they shall receive one (1) days' pay (11.2 hours) for each official City Holiday. These additional days' pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(11.2 \text{ hours} * 13 \text{ holidays}) / 2912 = 5.0\%$. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(5).

- 8.3 Holiday Leave Option - Personnel assigned to positions which must be staffed each day of the week and who are not granted official City Holidays as days off with pay, may, in lieu of receiving one day's pay (11.2 hours) for each official City holiday, reduce the number of holiday pay hours by seventy-two (72) or by all holiday hours and have said hours added to their holiday leave bank. Said leave shall be taken off in accordance with the convenience of the Department and may be scheduled and approved sixty (60) days in advance when it does not conflict with scheduled vacations, mandatory training that cannot be made up, and when anticipated staffing for the shift is sufficient. When an employee chooses to convert seventy-two (72) holiday hours, the remaining hours of holiday pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(11.2 \text{ hours} * 13 \text{ holidays}) = 145.6 \text{ holiday hours}$. $(145.6 \text{ hours} - 72 \text{ hours} = 73.6 \text{ hours}) / 2912 = 2.53\%$. Employees electing to reduce the amount of holiday pay they receive and add the hours to their holiday leave balance, shall make a one-time, irrevocable choice by February 1 of each year.

All banked hours must be used by December 31st of each year. Unused hours will be paid out in the pay period that includes December 31, and shall be calculated on base salary as defined in Section 8.4.

In the event of separation from employment after the February 1st holiday bank election has been made, employees separating from service will be paid out holiday leave in the amount equivalent to what they would have accrued between February 1 and the date of separation. The holiday leave bank allows an employee to be “fronted” holiday leave in advance of actually earning it. Only the hours equivalent to what would have been earned had the employee not banked hours, will be paid out upon separation.

SOUTH LAKE TAHOE FIREFIGHTERS
EMPLOYEES ASSOCIATION

CITY OF SOUTH LAKE TAHOE

Al Martinez, President

Devin Middlebrook, Mayor

Dan Koontz, Labor Consultant

Joe Irvin, City Manager

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 11.



Agenda Item: City Classification and Compensation Study

Executive Summary: The City has not completed a comprehensive classification and compensation study since 2006/2007. Since that time, there has been downsizing, rightsizing, reorganizations and reclassifications. Classifications matter because they drive compensation, help ensure pay fairness, and create simple, clear career paths. The City completed a compensation study in 2018 that did not look at classifications, but only considered compensation based on our job titles. Staff is requesting Council's approval to begin the request for proposals process for a classification and compensation 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.

Requested Action / Suggested Motions: Pass a Motion authorizing staff to begin the Request For Proposals (RFP) process for a City Classification and Compensation Study.

Responsible Staff Member: Thomas 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 - City Classification and Compensation Study.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: City Classification and Compensation Study

Location: Citywide

Responsible Staff Member: Tom Stuart, Assistant to the City Manager II (530) 542-6052

Background: People are the most important asset of any organization. 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 and compensation strategy should be simple and strategic, include clear job descriptions and career paths, provide for internal pay fairness across similar types of jobs and experience levels, and be competitive within relevant markets. If it's working, it contributes to our ability to attract and retain talented, dedicated employees who can deliver outstanding service to our community. The City's approach has been piecemeal and individual, rather than strategic and citywide. Unintended consequences of this approach are positions requiring comparable qualifications with equivalent responsibilities are not always compensated at similar levels.

Staff is requesting Council approve an RFP for a Classification and Compensation study to be conducted in 2022. The study will use comparative data including all compensation and benefits to tell us exactly where we stand with comparative agencies. The study will assist us to address fairness and establish a long-term compensation strategy.

Issue and Discussion: The last compensation study was conducted in 2017/2018. That study did not look at classifications, but only considered compensation based on our job titles. The last full classification and compensation study was completed in 2006/2007. Since that time, there has been downsizing, rightsizing, reorganizations and reclassifications. Classifications matter because they drive compensation, help ensure pay fairness, and create simple, clear career paths.

Grouping similar jobs together, ensuring that staff is paid fairly for similar work that requires similar backgrounds, education, and expertise. The City has not had a compensation strategy that is strategic, system-wide, but rather an individual, piecemeal approach.

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. Employees would be invited to complete a Position Analysis Questionnaire, a process to evaluate existing job classifications.

Using data from competitive markets and an independent review of the City's structure, this study will help the City develop the tools needed to address pay fairness and establish a classification and compensation strategy that will help us attract and retain talent.

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.

Financial Implications: Staff is estimating the cost to do a complete classification and compensation study to be \$50,000 -\$75,000. Council will need to allocate funding for this project from undesignated funds from the fiscal year 2021-2022 budget.

Staff is requesting Councils approval to begin the RFP process and if approved staff will bring forward a request for the appropriate funding once the RFP process has been concluded.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 12.



Agenda Item: Broadband Infrastructure Feasibility Study and Appropriation of State and Local Fiscal Recovery Funds for the Broadband Infrastructure Implementation

Executive Summary: The City Council has directed staff to develop a plan for broadband communication for the City of South Lake Tahoe in coordination with regional partners, including El Dorado County, Caltrans and others. 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). The Broadband Study was identified as one of the projects for the ARPA funding. A Draft Request for Proposals has been prepared, which will be issued after receiving input from the City Council.

Requested Action / Suggested Motions: Pass a Resolution appropriating State and Local Fiscal Recovery Funds in the amount of \$400,000 for the proposed Broadband Infrastructure Study and provide direction to staff on the Draft Request for Proposals for Broadband Infrastructure Feasibility Study.
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 Study.docx](#)

[02-Broadband Study Draft RFP.docx](#)

[03-Resolution Broadband Study Final.docx](#)



City of South Lake Tahoe

Report to City Council

Meeting Date: February 1, 2022

Title: Draft Request for Proposals for Broadband Infrastructure Feasibility Study and Appropriation of State and Local Fiscal Recovery Funds for the Broadband Infrastructure Implementation

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). This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 in the efforts to contain the effects on communities, residents, and businesses.

On August 17, 2021, City Council discussed the results of a community survey representing a variety of projects and programs to assist the city in providing economic assistance from the negative impacts of the Covid-19 pandemic. The list of projects included, among others, a Broadband Feasibility Study and associated Infrastructure implementation.

Issue and Discussion: The action contemplated herein is the formal budget appropriation of SLFRF funds for the Broadband Study and Implementation. A Draft Request for Proposals for a Feasibility Study was prepared and reviewed by El Dorado County, Tahoe Prosperity, which is included as an Attachment. Existing information collected by Tahoe Prosperity will be provided to the selected consultant.

The feasibility study will focus on creating a structured evaluation of the wide range of strategies available to the City of South Lake Tahoe for Next Generation broadband services in the Community and evaluation of financial options. Other municipal broadband projects have demonstrated that Next Generation broadband services have a net positive economic and social impact on the local economy; while enhancing a community's quality of life through expanded innovation opportunities, workforce development, and training, narrowing the digital and economic divide, and improved organizational efficiencies.

The Feasibility Study will review the following issues related to Broadband deployment:

- Technology and Trends Review
- Policy Analysis
- Service and Infrastructure Analysis
- Needs Assessment and Community Outreach

- Market Analysis
- Site Analysis
- Gap Analysis
- Business Case Needs Assessment
- Business Model Development
- Project Identification

The study will review the following Business Models as a part of the assessment:

- Infrastructure Provider/Dark fiber Leasing
- Open Access Provider
- A Municipal-owned and operated utility – Businesses and Residences
- Public-Private Partnerships

A Final Report and recommendations for the Broadband Strategy will be developed and presented to the City Council for review and adoption. The Final Report will put the city in a favorable position to submit grant applications and leverage available Broadband grants. The city is currently working with other partners, including El Dorado County and Caltrans to submit grant applications for Broadband infrastructure.

Financial Implications: The SLFRF funding is subject to the requirements specified in the Interim Final Rule adopted by Treasury, which describes whether a program, project, or service is an eligible use. The City has substantial discretion to use the funds in ways that best suit the needs of the community – if the use fits into one of the following four statutory categories:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services to the extent of the reduction in revenue (revenue loss) due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year before the emergency.
- To make necessary investments in water, sewer, or broadband infrastructure.

On January 6th, 2022 the U.S. Department of the Treasury issued the Final Rule for the SLFRF program. The final rule provides state and local governments with increased flexibility to pursue a wider range of uses, as well as greater simplicity so the government can focus on responding to the crisis in the communities and maximizing the impact of their funds.

In addition to several expansions to the above categories, it provided the option to elect a standard allowance for revenue loss rather than calculating revenue loss through the full formula. Under this option, Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (**not to exceed the award amount**) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient's total allocation. Recipients must choose one of these two options and cannot switch between these approaches after an election is made.

Even though the final rule takes effect on April 1, 2022, recipients can choose to take advantage of the final rule's flexibility and simplifications now, ahead of the effective date.

Staff proposes to use the full amount of SLFRF funding the City of South Lake Tahoe was awarded, \$5,309,994, under statutory category C, for provision of government services up to the amount of revenue loss, using a standard allowance option, to take advantage of broader flexibility and greater simplicity offered. Certain restrictions continue to apply across all eligible use categories, including no extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability; no payments for debt service and replenishments or rainy-day funds; no satisfaction of settlements and judgments, and other.

In August 17 2021, the City Council allocated \$400,000 to the Broadband Infrastructure analysis and technical support for conduit connectivity/redundancy project. The cost of the Feasibility Study is expected to be less than \$200,000. The remainder of the allocated funds can be used for Infrastructure Design and Deployment. The attached resolution provides budget appropriations into Capital Improvement accounts (301 funds) needed for the project development and implementation.

Environmental Considerations: The appropriation of funds for the projects mentioned above is Categorically Excluded from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines.

Policy Implications: Based upon the recommendations of the Feasibility Study, there will be subsequently policy issues that should be considered by the City Council related to Broadband Policy for the City.



**CITY OF
SOUTH LAKE TAHOE**

Request for Proposals

**CITYWIDE BROADBAND NEEDS ASSESSMENT
AND FEASIBILITY STUDY**

A PROPOSAL ISSUED BY:

VIRTUAL PRE-BID MEETING: _____ 2022 10 A.M.

DEADLINE FOR WRITTEN QUESTIONS: _____

2022 PROPOSALS DUE: _____ 2022 BY 2 P.M.

TENTATIVE AWARD DATE: _____ 2022

COMMUNITY OVERVIEWS & BACKGROUND

The City of South Lake Tahoe is a General Law City with a population of approximately 22,000. The city has long been a premier destination for visitors from around the world and has successfully created places that meet the needs of these guests. The city has also drawn residents who desire to live in a resort mountain community close to outdoor recreation. The overarching vision of the city is to create a more sustainable community. One way this vision can be achieved is through technology deployment for all residents and visitors to the area. The residents and businesses in the City of South Lake Tahoe require and deserve high-speed, reliable, and cost-effective broadband services.

Tahoe Prosperity has prepared a Broadband Feasibility Study for the Tahoe Basin (<https://tahoeprosperity.org/wp-content/uploads/Tahoe-Basin-Broadband-Feasibility-Report-DraftFinal-2019.pdf>). This study includes information regarding existing Broadband service providers and other data that has been collected regionally and in the City of South Lake Tahoe. The Consultant shall coordinate with Tahoe Prosperity and receive existing data, including on-line or other community surveys to aid with the study.

INTRODUCTION

The city is seeking proposals from qualified firms to perform a broadband assessment and feasibility analysis and develop a plan to be presented to and delivered in written form to the City Council and City Staff.

The city will consider proposals from a single firm or multiple firms working as a Team. The Team approach will only be considered if a single firm is identified as the prime contractor. The ideal firm will have excellent technical and analytical depth in areas of interest to the city as specified in this RFP. The Consultant must be a highly effective communicator, particularly in translating technical concepts to non-technical audiences. The city prefers firms with experience working with municipal organizations, including public-private partnership business models.

The feasibility study will focus on creating a structured evaluation of the wide range of strategies available to the City of South Lake Tahoe for Next Generation broadband services in the Community, as well as evaluation of financial options. Other municipal broadband projects suggest that Next Generation broadband services have a net positive economic and social impact on the local economy; while enhancing a community's quality of life through expanded innovation opportunities, workforce development, and training, narrowing the digital and/or economic divide, and improved organization efficiencies.

GOALS AND OBJECTIVES

The city has the following primary objectives:

1. **Inclusivity/Ubiquity** - To provide the opportunity for high-speed broadband service or other means of reliable service to residents, businesses, schools, local government, non-profit organizations, healthcare service providers, tourism establishments, etc.
2. **High Speed** – Requires at least 1 Gigabit symmetrical broadband connection for residential and up to 10 Gigabit symmetrical broadband connections for non-residential, with the ability to potentially grow into 25/50GbE or other service types available in the next five to ten years.
3. **Reliability** – The service needs to be able dependable as it will have many uses requiring high availability. Some examples are businesses - both storefront and home, residents, students, healthcare, and hospitality professionals. A focus on redundancy should be a key element in the study to ensure reliability.
4. **Reasonable Cost** – The monthly charges for such service should be reasonable and affordable. Concurrently, it should also provide for the ability to meet debt service obligations should the construction of a network be a feasible option.

As a minimum, the following Business Models should be considered for the assessment include the following:

1. Infrastructure Provider/Dark fiber Leasing
2. Open Access Provider
3. A Municipal-owned and operated utility – Businesses and Residences
4. Public-Private Partnerships

SCOPE OF SERVICES

The purpose of this RFP is to select a qualified consultant or team of consultants to assist the city with the broadband feasibility study. The following Scope of Services describes the specific tasks to be performed by the Consultant. If the Consultant believes that the Project can be enhanced in any way by the addition of other tasks or the deletion of any specified tasks, such information should be included in the proposal.

1. Technology and Trends Review.

- Conduct a review of trends in telecommunications and technologies and the industries they support.
- Assess what will be required to develop any forthcoming broadband network and the predicted material lifespan to safeguard against obsolescence.

2. Policy Analysis.

- Conduct 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.

- Review of existing and proposed policies that govern how public broadband is regulated, both state and federal regulations.

3. Service and Infrastructure Analysis.

- The Consultant shall review prior information compiled by Tahoe Prosperity and use the existing data to complete an analysis of the incumbent Internet service providers (ISPs) and existing broadband infrastructure in the city.
- Provide a clear picture of the state of broadband in the study area and how any forthcoming network will fit into that landscape.
- Conduct an analysis should identify service models that could be utilized in the city.
- Prepare GIS maps detailing the physical extent of fiber optic lines, service areas, incumbency, and level of service provided. (Currently, the city does not have any agency owned fiber optic transmission cables).
- Build a comprehensive map in a GIS-based tool (using ESRI ArcGIS) 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.

4. Needs Assessment and Outreach.

- The Consultant shall review existing on-line and other community surveys conducted by Tahoe Prosperity and complete a needs assessment for use of broadband for area businesses, including industrial / 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.
- Conduct 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.
- Conduct Community engagement process shall educate and define a communication and outreach strategy
- Develop a Community Engagement Plan: Coordinate with representatives from the governmental entities regarding 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.
- 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 take in providing broadband service.
 - The proposal must clearly define their stakeholder evaluation process, including their recommended participant level, to reach statistically reliable results.
5. **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, and aid the city in creating a dialogue with these agencies and providers. The Consultant should perform a detailed SWOT analysis and include an analysis diagram.
 6. **Site Analysis.** The Consultant shall review existing data and information compiled by Tahoe Prosperity and complete a citywide site analysis to discover whether existing public assets and/or land can be used to better facilitate network construction and operation.
 7. **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.
 8. **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) 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.
 9. **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 when 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.

- 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.)
- Customer Service
- Installation and construction
- 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
- Return on Investment (ROI), breakeven, and Net Present Value (NPV) analysis
- Opportunity cost analysis
- Opportunities for Grant Funding, including National Telecommunication and Information Grants (NTIA)

The City prefers business models that are developed using reasonable or conservative assumptions that 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.

10. **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.

11. **Project Identification.** Develop a set of initial projects for the City to embark upon to being the creation of the fiber optic network. These 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. A result of which is, a comprehensive determination of how these projects may be deployed, financed, and sustained. With implementation approaches, the Consultant should recommend the network phasing and routing and identify possible funding opportunities for each of the options identified.
12. **Final Report.** Develop a final report. As a result, the city will be equipped with the impetus and tools necessary to proceed with more concrete and actionable steps toward the implementation of publicly owned and operated fiber-optic broadband and wireless network.

PROPOSAL REQUIREMENTS

1. Proposer must have experience conducting community broadband feasibility studies of similar size and scope to the project area and population. Therefore, the proposer must demonstrate its capabilities in providing these services to municipalities as large as 30,000. The proposer should also describe its ability to work creatively with incumbent providers and other key stakeholders, and elected officials.
2. Proposer's organization must have been in business providing community broadband planning services for a minimum of 4 years.
3. Direct industry experience is a fundamental requirement of the Consultant to ensure the business viability of the proposed strategies. Proposer must have direct experience working within the telecommunications or broadband industry (carrier or Internet service provider) in a network planning, engineering, and business development capacity. This experience must be documented specifically in the proposal. Work on successful projects that have been implemented is preferred.
4. Proposer must have direct and demonstrable regulatory experience working with California communities regarding State statutes concerning municipal broadband providers or satisfactorily demonstrate alternative results.
5. Proposer and the project team must have conducted broadband planning projects with municipalities and demonstrate this through its proposal.
6. Proposer and the project Team must have implemented and/or operated community broadband networks and demonstrate such experience through its proposal, citing specific networks that are currently in operation and the length of time the network has

been in operation.

7. Proposer must have extensive financial planning experience with municipal broadband providers and maintain on staff at least one certified financial professional such as Certified Financial Analyst (CFA) or Certified Financial Planner (CFP).
8. Proposer must be able to demonstrate its ability to work quickly and thoroughly with adequate resources. Emphasis will be given to those who can complete all aspects of the scope of work in its entirety in the shortest timeline.

D. Proposal Submittal Requirements

1. Each scope of work section (items 1-12) should be listed and answered separately.
2. An estimated timeframe for each scope of work item shall be provided.
3. A separate fee estimate shall be provided for each scope of services items. The fee estimates for each scope item should be of sufficient detail to provide accurate preliminary cost estimates when comparing the different options.
4. Overall project timeline (Gantt chart) shall be provided showing the overall project timeline. Emphasis will be given to those who can demonstrate timeliness.
5. Project team members' biographies shall be provided to include their work as Team member on similar projects.
6. A minimum of three references shall be provided for similar projects that have been completed in the past 3 to 5 years. References should include a contact name, role or title of contact, organization, phone number, and email address.
7. The City reserves the right to remove or modify any scope of services item.
8. The selected Consultant shall be required to sign the City's Standard Consultant Agreement.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe

City Council

February 1, 2022

Authorizing \$400,000 of American Rescue Plan Act funds for use toward Broadband Infrastructure Study and Deployment

BACKGROUND

- A. The American Rescue Plan Act (ARPA) (Public Law No. 117-2) was signed into law by the President of the United States on March 11, 2021.
- B. The Act appropriated Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with a population under 50,000 (referred to as non-entitlement units of local government).
- C. On June 15, 2021, the City Council adopted Resolution 2021-052, establishing the special fund “Local Fiscal Recovery Fund” and authorizing the Director of Finance to accept all funds received under the American Rescue Plan Act and deposit them in the Local Fiscal Recovery Fund.
- D. On August 17, 2021, the City Council considered a list of potential projects for ARPA funding, and the Broadband Infrastructure was chosen by City Council as viable uses of ARPA funding and directed staff to move forward in developing and implementing the projects.
- E. On January 6, 2022, the U.S. Department of the Treasury issued the Final Rule for the SLFRF program that provides increased flexibility. Recipients may elect a “standard allowance” of up to \$10 million (not to exceed the award amount) to replace lost public sector revenue to pay for “government services”, with streamlined reporting requirements.

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

- 1. Elects the provision of a “standard allowance” of up to \$10 million provided in the Treasury Final Rule to spend on government services through the period of performance, for the allocated to the City \$5,309,994 to be received in two tranches, with the second tranche to be received in July 2022.
- 2. Finds that the Broadband Infrastructure Study and Deployment are suitable uses of ARPA funds under the statutory category C, for the provision of government services to the extent of the reduction in revenue, to make necessary investments in water, sewer, or broadband infrastructure.

3. Authorizes the establishment of capital improvement project fund accounts (301) for Broadband Study and Deployment as follows:

Fund/Account	Description	Revenue (Increase) Decrease	Expense Increase (Decrease)
264-01952-33132	Appropriate Funds into ARPA Revenue Account	(400,000)	
264-01952-50036	Transfer out to CIP		\$400,000
301-60076-36375	Transfer in from ARPA (264)	(400,000)	
301-60076-42020	Broadband Infrastructure - Prof. Services		200,000
301-60076-48020	Broadband Infrastructure – Design		200,000

Adopted by the City of South Lake Tahoe City County on February 1, 2022, by the following vote:

Yes:

No:

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.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager



Meeting Date: February 1, 2022

Agenda Item #: 13.



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 - January 27, 2022.pdf](#)

2022 Agenda Planning Calendar

Updated 1/25/2022

Department	Agenda Item	Agenda Section
Feb. 15, 5:30 p.m	City Clerk	Minutes
City Manager	Solar Project Retroactive Grant Approval	
Dev Serv	Movable Tiny Homes ordinance (first reading)	
	Resolution for Sugar Pine Village HOME application	
Finance	Fiscal Year 2021-22 Quarterly Financial Status Report – QE 12/31/2021	Consent
	Investment Portfolio Report – December 31, 2021	Consent
Fire	Deputy Fire Chief/Fire Marshal Vehicle Purchase	
HR	Salary Amendment for Park Ranger Classification	
Public Works	Acceptance of RIRE Grant Funds for Campground Restroom Relocation	
	Purchase Agreement Propert Acquisition Tahoe Valley Stormwater and Greenbelt	
Mar. 1, 9 a.m.	City Clerk	Minutes
	City Employee Recognitions	
DevServices	Movable Tiny Homes ordinance (second reading)	
	TRPA Comodity Apprasal	
Finance	2020-2021 Small Business Sustainability (SBS) Loans Update	
	2021-2022 Master Fee Schedule	NB

2022 Agenda Planning Calendar

Updated 1/25/2022

	Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF)	
	Ski Run Business Improvement District Annual Assessment	
FD/PD/PW	Annual Reports	
Public Works	Underground Storm Drain Pipe Focused Condition Assessment	
	Agreement with STPUD for Pament-In-Lieu Paving for the Bowers	
Mar. 15, 5:30 p.m City Clerk	Minutes	
City Attny	Cannabis Ordinance Amendments (First Reading)	
	Clean Indoor Air Ordinance Amendments (First Reading)	
City Manager	Non Profit Community Benefit Grant Policy	
Finance	2021-2022 Fiscal Year Budget Mid-Year Adjustments	NB
	2021-2022 Master Fee Schedule	Consent
	5-year plan	NB
Dev. Serv.	PSA CConsulting Services Developing Local Green Building Standard Ord "Reach Code"	
	Property Management rental incentive PSA	
	General Plan Annual Report	
Parks & Rec	SLFRF Appropriation for American Rescue Plan Act Park Projects	
Pub Works	Facility Condition Assessment & Plan – Parking Garage	

2022 Agenda Planning Calendar

Updated 1/25/2022

		Agreement with STPUD for Pament-In-Lieu Paving for Bijou	
		Award PSA for Third Party Plan Review-Rec Center Project	
		Award Contract for Bellamy Parking Garage Access Upgrades and Revenue Control	
		Appropriate Budget & Award Contract for LED Light Retrofit (US Hwy 50)	
		EIP and Regional Project Priority Presentation	
Mar. 29, 9 a.m.			
April 5, 9 a.m.	City Clerk	Minutes	
		City Employee Recognitions	
	City Attny	Cannabis Ordinance Amendments (Second Reading)	
		Clean Indoor Air Ordinance Amendments (Second Reading)	
	Finance	City Annual Comprehensive Financial Report (ACFR) FY ended 09/30/2021	Consent
		Ski Run BID Levy of Assessment for Business License Year 2022/2023	PH
	Dev Serv	Local Housing Revenue feasibility study PSA	
		PLHA Moderate Income Homebuyer Administration PSA	
May 3, 9 a.m.	Dev Serv	Plan Area Statement Update for Tourist Accommodation Uses	
May 17, 5:30 p.m	Pub. Works	Award FY 2023 Airport Master Plan RFQ	
	Finance	Approval of Bond Financing Docs for the Rec Center Construction Financing	NB

2022 Agenda Planning Calendar

Updated 1/25/2022

June 7, 5:30 p.m. Pub Works	SW Gas Presentation Renewable Energy Goals
Finance	Approval of Bond Financing Docs for the Rec Center Construction Financing UB
June 21, 5:30 p.m. City Clerk	Resolution Calling for Consolidated Election/Ballot Measures/Offices
Aug. 9, 9 a.m. City Manager	ARPA Project Round 2 Discussion
Aug. 23, 9 a.m.	Budget Workshop
Sept. 6, 9 a.m.	
Sept. 20, 5:30 p.m.	
Oct. 4, 9 a.m.	
Nov. 1, 9 a.m.	
Nov. 15, 5:30 p.m.	
Dec. 13, 9 a.m.	
Unscheduled/Pending	
City Attorney	Parking Garage License Agreement with Verizon
City Attny/PW	Undergrounding Utilities
	Amendments to Small Cell Policy
	Liberty Utilities Franchise Agreement
City Clerk	Records Management Policy (Updated)

2022 Agenda Planning Calendar

Updated 1/25/2022

	Pride Month Proclamation (June)
	Policy - Use of Personal Devices for City Business
City Manager	Economic Development Strategy
	Juvenile Treatment Center Discussion
	Potential new City slogan
	Customer satisfaction survey(s)
Dev Services	Inclusionary housing ordinance
	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
	Single Room Occupancy Program Amendments
	Outside Eating Code Review (coverage, seating, parking etc)
Fire	
Parks & Rec	Memorandum of Understanding with Al Tahoe Pioneer Cemetery Support Committee
Police	
Public Works	Award Engineering and Construction Contract South Hangar Taxi Lane Rehab
	Award Contract PD - Community Resource Center Renovations

2022 Agenda Planning Calendar

Updated 1/25/2022

	SEED Solar Photovoltaic Project PPA
	Award PSA Fire Station II Feasability Study
	Award - James and Eloise Drainage Improvement Project Phase 1
	Airport Deferred Maintenance Plan
	Award 5-Year Lease/Concession for Airport Suite # 105
	Award Contract Third part Plan Review Services - Rec & Aquatic Center
Recreation	Bijou Park Master Plan
	Bijou Golf Course "Rock the Lake" Event and Review