City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, November 4, 2025 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cody Bass, Mayor
Vacant, Mayor Pro Tem
Scott Robbins, Councilmember
David Jinkens, Councilmember
Keith Roberts, Councilmember

Mission of the City Council
We provide responsive and effective local government by maintaining a safe, livable, and well-managed city through smart investment, reliable services, and thoughtful planning.

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, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us02web.zoom.us/j/85685353549
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us

Providing Public Comment:

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

Remote Participation: 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 Webinar ID is: 856 8535 3549. 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. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

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.

Land Acknowledgement

Land Acknowledgement - The City of South Lake Tahoe acknowledges the lands we occupy today are the lands and home of the Waší̌iw, the people from here known today as the Washoe Tribe of Nevada and California, a sovereign nation. Since the beginning of time and for thousands of years before the arrival of any other people, the Washoe lived here and cared for this place, with values and intention that we can all learn from. On behalf of the City Council, I would like to acknowledge, thank, and honor the Indigenous Washoe Tribal Communities that are the past, present, and future stewards of the Lake Tahoe Basin.

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

Proclamations

1. Proclamation Recognizing October 2025 as "National Pet Wellness Awareness Month"
   Requested Action / Suggested Motions: Issue a Proclamation to the Humane Society of Truckee-Tahoe recognizing October 2025 as "National Pet Wellness Awareness Month".
   Responsible Staff Member(s): Susan Blankenship, City Clerk
   Proclamation National Pet Wellness Awareness Month.pdf

2. Proclamation Recognizing October 2025 as "National Domestic Violence Awareness Month"
   Requested Action / Suggested Motions: Issue a Proclamation to Vista Rise Collective (formerly Live Violence Free) recognizing October 2025 as "National Domestic Violence Awareness Month".
   Responsible Staff Member(s): Susan Blankenship, City Clerk
   Proclamation National Domestic Violence Awareness Month.pdf

City Commission Reports

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)

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 per item and six (6) minutes total per speaker.
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.

3. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the minutes from the October 21, 2025, City Council meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 3- Executive Summary.pdf
10 21 2025 City Council Meeting Minutes.pdf

4. Update to Records Management Program and Records Retention Schedule
Requested Action / Suggested Motions: Pass a Resolution adopting a Records Retention Schedule, authorizing Destruction of Certain City Records, and authorizing updates to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 4- Executive Summary.pdf
01-Staff Report-Record Retention Policy.docx
02-Resolution - Records Retention Schedule.docx
03-Records Retention Schedule (Exh. A to Reso).pdf
04-Electronic Records Destruction Authorization Form - Copy.docx
05-Tangible Records Destruction Authorization Form.docx

5. Annual Arts, Culture, & Tourism Commission, and Parks & Recreation Commission Reports
Requested Action / Suggested Motions: Receive and File.
CEQA Determination: This action is categorically exempt under CEQA Guidelines Section 15061(b)(3) (common sense exemption).
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 5- Executivee Summary.pdf
01-Staff Report Parks & Recreation Commission.docx
02-Staff Report Arts, Culture & Tourism Annual Report.docx

6. Annual Planning Commission and Airport Land Use Commission Reports
Requested Action / Suggested Motions: Receive and File.
CEQA Determination: This action is categorically exempt from review under CEQA Guidelines section 15061(b)(3) (common sense exemption).
Responsible Staff Member(s): Katherine Moore, Assistant Planner
Item 6- Executive Summary.pdf
01-Staff Report

7.
Annual Police Advisory Commission Report

Requested Action / Suggested Motions:

Receive and File.

Responsible Staff Member(s): Jeff Roberson, Chief of Police
Item 7- Executive Summary.pdf
01-Staff Report - PAC Annual Report

8. Annual Independent Citizens' Oversight Committee (Measure P) Report
Requested Action / Suggested Motions: Receive and file
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance John Stark, Director of Parks and Recreation
Item 8- Executive Summary.pdf
01-Staff Report Measure P Oversight Committee Annual Report.docx

9. Purchase of Bearcat G3 Pro Armored Vehicle From Lenco Industries
Requested Action / Suggested Motions: Pass a Motion authorizing the purchase of a Lenco Bearcat G3 Pro from Lenco Industries and associated travel and shipping costs utilizing Lenco's government GSA cooperative agreement per South Lake Tahoe City Code section 3.45.090 using exiting budget appropriations up to $433,963.88.
Responsible Staff Member(s): Lt. Scott Crivelli
Item 9- Executive Summary.pdf
01-Staff Report - Armored Vehicle Purchase.docx
02 -Resolution - Armored Vehicle Purchase.docx
03-Lenco Quote - South Lake Tahoe PD CA.pdf
04-Lenco GSA Cooperative Agreement.pdf

10.
Police Boat Safety and Enforcement – State FY 26/27 Financial Aid Application Authorization

Requested Action / Suggested Motions:

Pass a Resolution authorizing the Police Chief to sign application to apply for financial aid through the CA Division of Boating and Waterways for 2026/2027 Police Boat Operations.

Responsible Staff Member(s): Lieutenant Russell Liles
Item 10- Executive Summary.pdf
01-Staff Report - Police Boat Safety and Enforcement.docx
02-Resolution-Application Authorization Police Boat Operations.docx
03-Form 801.4 SLT2026-27 backup.pdf
04-Form 801.4 SLT2026-27 signed.pdf

11.
Purchase of Freightliner Sander Truck

Requested Action / Suggested Motions: Pass a Motion authorizing the City Manager to purchase: One (1) Freightliner Sander Truck for $422,340.41, for Public Works, through Sourcewell Cooperative Agreements, per South Lake Tahoe City Code section 3.45.090 (Cooperative Purchasing).
Responsible Staff Member(s): John Dickinson, Interim Director of Public Works, and Phil Harwood, Maintenance Manager
Item 11- Execuive Summary.pdf
01-Staff Report Equipment
02- Quote
03- Specs

12. Authorization to Apply for South Tahoe Public Utility District (STPUD) Turf Rebate Program
Requested Action / Suggested Motions: Pass a Motion authorizing staff to submit an application for the STPUD Turf Rebate Program in the amount of $5,000 per parcel.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 12- Executive Summary.pdf
01-Staff Report STPUD Turf Rebate.docx

13. Ratify the City's three-year agreement with Insight Public Sector for Microsoft Product Licensing

Requested Action / Suggested Motions: Pass a Motion to: (1) Ratify the City's three-year agreement with Insight Public Sector under the County of Riverside Cooperative Purchasing Program for Microsoft enterprise licensing in the amount of $357,150.36; and (2) Authorize the City Manager to execute subsequent renewal agreements for Microsoft enterprise licensing, and other substantially similar IT subscription services, procured through valid cooperative purchasing contracts, provided that renewal terms are substantially the same as the current agreement; adequate funding is appropriated in the approved budget; and the authority remains in effect unless modified or rescinded by City Council.
Responsible Staff Member(s): Gabriel Raab, Senior IT Analyst
Item 13- Executive Summary.pdf
01- Staff Report Ratify 2024 Agreement with Insight to Provide Microsoft Product Licensing.docx
02-2025 Insight Microsoft Agreement.pdf
03 - 2024 Insight Microsoft Agreement.pdf
04 - County of Riverside and Insight Purchasing Agreement.pdf
05-PO 13066 Insight O365 renewal signed.pdf

14. Amendment No. 5 to Professional Services Agreement with Wildscape Engineering, Inc.
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 5 to the Agreement with Wildscape Engineering, Inc. for additional final bid documents, permits, construction support services, and QSP/SWPPP services for the Upper Bijou Park Creek Watershed Restoration Project for the amount of $150,000 for a total not-to-exceed contract amount of $705,258.51.
CEQA Determination: The Planning Commission adopted the Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020, and on May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Brianna Greenlaw, Associate Civil Engineer
Item 14- Executive Summary.pdf
01-Staff Report-Amendment 5 Wildscape.docx
02-Project Location Map.pdf
03-Wildscape PSA C-106-2021.pdf
04-Wildscape PSA Amendment 1.pdf
05-Wildscape_PSA_Amendment_2.docx
06-Wildscape_PSA_Amendment_3.docx
Wildscape_PSA_Amendment_4.docx
08-Amendment No. 5 with Wildscape.doc
07_Exhibit to Amendment 5.pdf

15. Professional Services Agreement with PlaceWorks for the 2027-2035 Housing Element Update
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Professional Service Agreement with PlaceWorks, in an amount not to exceed $200,000, for the development of the 2027-2035 Housing Element Update.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager and Crystal Plotner, Assistant Housing Planner
Item 15- Executive Summary.pdf
01-Staff Report - Housing Element
02-PSA_HousingElementUpdate20272035.pdf
03 - South-Lake-Tahoe-7th-Cycle-RHNA-080725.pdf

16. Subrecipient Agreement with Tahoe Transportation District for Senate Bill 125 Funds For Microtransit EV Charging Base Station
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a subrecipient agreement with Tahoe Transportation District for $500,000 in SB 125 funds to build an EV Charging Base Station at 1700 D Street.
CEQA Determination: This action is exempt under CEQA Guidelines section 15303 (small

structures).
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator
Item 16- Executive Summary.pdf
01-Staff Report-TTD Subrecipient Funds
02-Resolution_approving_SB125_Subrecipient_Funds.docx
03 - TTD SB125 Subrecipient Agreement Approved Agenda Item Oct 1 2025.pdf
04 - SSTMA Commitment to EV 2025.pdf
05 - SB125 Subrecipient Agreement with TTD (Exh. A to Reso).pdf

Public Hearing

17. Ordinance Amending South Lake Tahoe City Code, Title 6, Chapter 6.15 (Building Regulations), Section 6.15.010 and 6.15.160 by Adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and Related Construction Codes (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending South Lake Tahoe City Code, Title 6, Chapter 6.15 (Building Regulations), Section 6.15.010 and 6.15.160 by Adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and Related Construction Codes and refer second reading and adoption to the November 18, 2025, meeting.
CEQA Determination: This action is exempt under CEQA Guidelines section 15061(b)(3) (common sense exemption).
Responsible Staff Member(s): Zach Thomas, Director of Development Services, and David Chapman, Acting Building Official
Item 17- Executive Summary.pdf
01-Staff Report - 2025 Building Code Adoption.docx
02-Ordinance Redline.pdf
03-Ordinace Adopting 2025 Building Code.docx
04. Public Notice.pdf
05._Resolution_2025-009_Building_Code_Amendments.docx

Regular-Unfinished Business

18. Reducing the City's Cannabis Business and Professions Tax Rate and Eliminating Public Safety Mitigation Fee
Requested Action / Suggested Motions: Pass: 1) Resolution Reducing Cannabis Tax Rate from 6 Percent to 3 Percent of Gross Receipts and Exempting Tax for Medical Cannabis; 2) Resolution Eliminating Public Safety Mitigation Fee; and, 3) Pass a Motion authorizing a councilmember to execute the Resolutions.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 18- Executive Summary.pdf
01-Staff Report Reducing Cannabis Tax Rate and Eliminating Public Safety Mitigation Fee.docx
02-Resolution Reducing Cannabis Tax Rate.docx
03-Resolution Eliminating Public Safety Mitigation Fee.docx

19. Preapproved Accessory Dwelling Unit (ADU) Designs Approval
Requested Action / Suggested Motions:

Pass a Motion accepting the four selected ADU designs, authorizing and directing the Mayor to execute the amendment with Workbench to develop a booklet of modular/prefabricated products for an additional $5,900, and directing staff to preapprove 1-2 ADU designs from the modular/prefabricated product list.

CEQA Determination:

Responsible Staff Member(s): Crystal Plotner, Assistant Housing Planner
Item 19- Executive Summary.pdf
01-Staff_Report_ADU_CCNov42025.docx
02-SLT ADUs_2025-1104_City Council Meeting.pdf
03-_C-315-2024_Workbench_Contract-_signed_12.10.24.docx
04- 20250903 ASA#2 Modular booklet.pdf
05-Amendment - No. 1 to Agreement with Workbench.docx

20. Update on Discussions with Heavenly Resort on Annexation and Parking
Requested Action / Suggested Motions: Pass a Motion providing direction to staff on whether to continue to pursue the Heavenly area annexation and whether to negotiate an agreement to allow use of street parking for employees and guests of Heavenly Resort.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 20- Executive Summary.pdf
01-Staff Report - Heavenly Discussions.docx
02-Heavenly Proposed Parking Areas
03-Resolution 2024-059 Parking Restrictions in Heavenly Neighborhood.pdf

Regular-New Business

21. Update to Master Fee Schedule to Add User Fees for Multigenerational Recreation & Aquatics Center
Requested Action / Suggested Motions: Pass a Resolution updating the Master Schedule of Fees and Charges for City Services to include the proposed fees for the new Multigenerational Recreation & Aquatics Center included as Exhibit "A" to the Resolution.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 21- Executive Summary.pdf
01-Staff Report - Master Fee Schedule for the New Recreation Center.docx
02-Resolution - Master Fee Schedule Update Multigenerational Recreation Center.docx
03-New Rec Center Fee Schedule (Exh. A to Reso).pdf
04-South Lake Tahoe Park and Recreation User Fee Report.pdf
05-GCP Parks & Recreation New Recreation Center Fees Presentation

22. Sign Ordinance Update
Requested Action / Suggested Motions: Pass a Motion providing staff direction on amending South Lake Tahoe City Code Chapter 6.40 - Signs and Advertising Structures.
CEQA Determination: This action is categorically exempt under CEQA Guidelines sections 15303 (small structures) and 15061(b)(3) (common sense rule).
Responsible Staff Member(s): John Hitchcock, Planning Manager, and Heather Stroud, City Attorney
Item 22- Executive Summary.pdf
01 - Staff Report - Sign Ordinance Update.docx
02 - Chapter 6.40 Sign Ordinance.pdf
03 - Tourist Core Area Plan Sign Standards.pdf

23. Legislative Agenda
Requested Action / Suggested Motions: Pass a Motion adopting the 2025-2026 Legislative Agenda.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 23- Executive Summary.pdf
01-Staff Report_Legislative Agenda
02- 2025-2026 Legislative Agenda

24. Time Share and Condominium Conversion – Margaritaville Request
Requested Action / Suggested Motions: Pass a Motion directing staff to: (1) Do nothing; (2) Return with an Ordinance amendment to South Lake Tahoe City Code Section 6.60.040 (Use permits) to

allow timeshare and condominium conversions within the Tourist Core Area Plan – Tourist Center geographic area as an outright permitted use; or (3) Direct staff to explore feasibility of an Ordinance amendment to South Lake Tahoe City Code Section 6.60.040 (Use permits) to allow timeshare and condominium conversions within the Tourist Core Area Plan – Tourist Center geographic area contingent on a mutually agreed upon agreement to be approved by the City Council to ensure Transient Occupancy Tax (TOT) revenues loss from the removal of lodging accommodations is adequately addressed.
CEQA Determination: This action is categorically exempt under CEQA Guidelines 15301 (Existing Facilities).
Responsible Staff Member(s): Joseph D. Irvin, City Manager (530) 542-6043
Item 24- Executive Summary.pdf
01-Staff_Report_Time_Share_and_Condominium_Conversion_-_Margaritaville_Request.docx
02-Tourist Core Area Plan - Tourist Center.pdf
03-History of Gross Receipts and Nights Rented.pdf
04- Margaritaville Timeshare & Condo Hotel Development.pdf

25.
Ordinance Amending South Lake Tahoe City Code Section 1.20.10 (City Seal) (First Reading)

Requested Action / Suggested Motions: City Council may either 1) Pass a Motion to hold first reading, by title only, of an Ordinance amending City Code Section 1.20.10 (City Seal), and refer to second reading and adoption to the November 18, 2025, meeting; or 2) take no action.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 25- Executive Summary.pdf
01-Staff Report-City Seal Ordinance (First Reading).docx
02-Ordinance (redline).docx
03-Ordinance - City Seal (First Reading).docx

Agenda Planning Calendar

26. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joseph Irvin, City Manager, and Susan Blankenship, City Clerk
APC 10 29 2025.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, 2025, October 30, City Council meeting was posted and available for review on Thursday, October 30, 2025, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at https://www.cityofslt.us.

Signed October 30, 2025

\\sb\\ Susan Blankenship, Elected City Clerk

The City of South Lake Tahoe
Proclamation
Recognizing October 2025 as
"National Domestic Violence Awareness Month"

Whereas, October is annually recognized as National Domestic Violence Awareness Month; and

Whereas, Live Violence Free has recently changed their name to Vista Rise Collective to focus more on the positive, decrease stigma, and increase outreach to local survivors of all forms of intimate partner violence; and

Whereas, Approximately 35% of California women and 31% of California men experience physical intimate partner violence in their lifetimes; and

Whereas, California has higher rates of domestic violence experienced by both men and women when compared to the national average; and

Whereas, In the City of South Lake Tahoe, about 1 in 6 people report physical intimate partner violence according to Barton's Community Health Needs Assessment; and

Whereas, Domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and

Whereas, 54% of transgender and gender non-conforming people have experienced domestic violence in their lifetime; and

Whereas, Domestic violence is the third leading cause of homelessness among families in the United States; and

Whereas, women 18-24 years of age are significantly more likely to be survivors of physical intimate partner violence than women in other age groups; and

Whereas, Children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems in adolescence, and serious adult health problems; and

Whereas, All survivors deserve access to culturally responsive programs and services to increase their safety and self-sufficiency.

Now therefore, the City Council of the City of South Lake Tahoe does hereby proclaim the month of October 2025 as "National Domestic Violence Awareness Month" and calls upon all citizens, community agencies, elected leaders, and businesses to increase their participation efforts to support families, thereby helping to prevent domestic violence and strengthening the community in which we live.

_____ _____

Cody Bass, Mayor Susan Blankenship, City Clerk

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_____ _____

Cody Bass, Mayor Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:3

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council are asked to formally approve the Minutes of the October 21, 2025, meeting.

Requested Action / Suggested Motions: Pass a Motion approving the minutes from the October 21, 2025, City Council meeting.

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

10 21 2025 City Council Meeting Minutes.pdf

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, October 21, 2025, at 5:30 pm
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

Land Acknowledgement

Mayor Pro Tem Bass read the Washoe Tribe of Nevada and California Land Acknowledgement.

Call to Order/Pledge of Allegiance

Mayor Pro Tem Bass called the meeting to order at 5:30 p.m., and then led the pledge of allegiance.

Roll Call

Present were Mayor Pro Tem Bass, and Councilmembers Robbins, Jinkens, and Roberts.

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

Closed Session Report of October 21, 2025

1. Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1)
Case: *Patrick Hambel v. City of South Lake Tahoe*, Workers' Compensation Appeals Board Case No. ADJ14749718.
Action: No reportable action.

2. Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1)
Case: *John Miller v. City of South Lake Tahoe*, Workers' Compensation Appeals Board Case Nos. ADJ17872997 and ADJ19215685.
Action: No reportable action.

Regular-New Business

1. Status of City Operations, City Council Re-Organization, City Council Boards & Commissions Appointment to Vacancies, and Process for Filling City Council Vacancy
Action: Moved/Seconded: Robbins/Jinkens
Yes: Bass, Robbins, Jinkens, Roberts
Action: Passed **Motion 2025-091** appointing Councilmember Jinkens to fill vacancy on Park Avenue Development Project Plaza Maintenance Association and Councilmember Robbins to fill the vacancy on the Clean Tahoe Board for the remainder of term 2025.
Action: Moved/Seconded: Robbins/Jinkens
Yes: Bass, Robbins, Jinkens, Roberts
Passed **Motion 2025-092** directing the City Clerk to solicit applications to fill the vacancy by appointment on City Council for the remainder of the term ending December 2026.
Action: Moved/Seconded: Robbins/Jinkens
Yes: Bass, Robbins, Jinkens, Roberts
Passed **Motion 2025-093** Selecting Mayor Pro Tem Bass as Mayor for remainder of term 2025.
Action: Moved/Seconded: Roberts/Jinkens

Yes: Bass, Jinkens, Roberts
No: Robbins
Action: Passed **Motion 2025-094** delaying the vote for a Mayor Pro Tem.
Note: Director of Finance Olga Tikhomirova addressed the Council regarding city financial audits.
Note: City Clerk Blankenship addressed the Council on options to fill the vacancy on the Council.

Public Comment was heard from the following people:

1. Robert Aaron
2. Juan Chavez
3. Larry Pedigo
4. Pearl
5. Cindy Trego
6. Ed Mosur
7. Samantha
8. David Gregorich
9. Allen Miller
10. Scott Loberg
11. Anthony Wolf
12. Tim Faggen
13. Melissa Soderston
14. No name provided
15. Jameson Freebie
16. No name provided
17. Erick Asbury
18. John Messina
19. Gant Miller
20. Laura Cosky
21. Rebecca Habert
22. Stacy Ballard
23. Angie Reagan *written comment submitted

Written Public Comment was received from the following people:

1. Robyn Johnson- Call for Mayor Pro Tem Bass to resign
2. Karen Noble- Need for background checks of Councilmembers, support for Councilmember Robbins to fill Mayor vacancy

Public Communications

1. Roert Aaron- Cell towers
2. Scott Loberg- Heavenly Resort
3. Samantha- Heavenly Village Parking Garage
4. Larry Pedigo- Support for cell towers in the City
5. Kathy Zollinger, Bear League- South Lake Tahoe bear sanctuary
6. Rebecca Harvard- Heavenly Village parking garage
7. Ed Mosur- Heavenly Village parking garage
8. John Messina- Presbyterian Church financial loss
9. Melissa Soderston- South Lake Tahoe bear sanctuary, defensible space work affecting bears, proclamation to support immigrants and Palestine
10. Allen Miller- Calls for resignations from City Attorney, City Clerk, City Manager, and City Councilmembers for appeal hearing denial *written material distributed
11. Nick Speal- Public transit
12. Erick Asbury- Council should partner with the Lake Tahoe Bicycle Coalition
13. Laura Cosky- Need for a safe community, Tahoe pollution, trail work, Barton Hospital at Stateline, nurse concern, boat safety

City Commission Reports

1. Natalia Wieczorek, Planning Commission- Provided verbal report *written report submitted
2. John Messina, El Dorado County Commission on Aging Representative- Provided verbal report
3. Stacy Ballard, Arts, Culture & Tourism Commission- Provided verbal report

Consent Agenda

Action: Moved/Seconded: Jinkens/Robbins
Yes: Bass, Robbins, Jinkens, Roberts
Action: Passed the Consent Agenda.

2. City Council Meeting Minutes

Action: Passed **Motion 2025-095** approving the minutes from the September 23, 2025, City Council meeting.

3. Fiscal Year 2025-2026 Appropriation Limit

Action: Passed **Resolution 2025-085** establishing the Appropriation Limit for Fiscal Year 2025-2026 in compliance with Proposition 111 in the amount of $109,545,780.

4. Fiscal Year 2024-2025 Budgeted Funds Re-Appropriation

Action: Passed **Motion 2025-097** to approve re-appropriation of Fiscal Year 2024-2025 budget for purchases and services with unfinished scope of work to Fiscal Year 2025-2026.

5. Purchase of Three Community Service Officer Vehicles from Champion Chevrolet and Related Equipment from Lehr

Action: Passed **Motion 2025-098** authorizing the purchase of three 2026 Chevrolet Silverado 4WD pickups from Champion Chevrolet, and authorizing purchase of related equipment through cooperative purchasing from a Placer County contract with Lehr **(C-254-2025)** per South Lake Tahoe City Code section 3.45.090, using existing budget appropriations up to $207,195.74.

6. Acceptance of Grant from California State Parks for Police Boat Safety and Enforcement Equipment

Action: Passed **Resolution 2025-086** accepting the Boating Safety and Enforcement Equipment (BSEE) grant from the California State Parks, Division of Boating and Waterways; authorizing the Mayor, or the Police Chief, to sign the grant agreement **(C-255-2025)** and each reimbursement claim; authorizing acceptance of grant funds awarded from the BSEE Grant in the amount up to $104,838.86 for the purchase and installation of two Mercury Verado 350 HP outboard motors to be outfitted on the Police Patrol Boat; and authorizing the budget of that amount into the current City's budget in account #237 02110 effective October 21, 2025.

7. Declaring Police K9 Ford F-150 1289 Surplus and Authorization to Sell to Mono County Sheriff's Office

Action: Passed **Resolution 2025-087** declaring Police K9 vehicle 1289 surplus and authorizing the sale of vehicle to Mono County Sheriff's Office for the fair market value of $10,000.

8. Sale of Surplus Property

Action: Passed **Resolution 2025-088** declaring certain vehicles and equipment as surplus and directing the sale of vehicles, equipment, and other City assets.

9. **Purchase Agreement with Cadence Team, Inc. for Networking and IT Equipment for the Multigenerational Recreation and Aquatic Center**
Action: Passed **Motion 2025-103 agreement with Cdence Team** authorizing and directing the Mayor to execute a Purchase Agreement with Cadence Team, Inc. **(C-256-2025)** in the amount of $130,000 for the purchase & delivery of networking and IT equipment for the new Multigenerational Recreation and Aquatic Center.

10. **Amendment to Agreement for Construction Management Services with SierraCon Inc.**
Action: Passed **Motion 2025-104** authorizing and directing the Mayor to execute Amendment No. 4 to Professional Services Agreement with SierraCon Inc. **(C-257-2025)** for an additional $140,627.80 for a total not-to-exceed amount of $2,753,172.80 for added scope of services for the Multigenerational Recreation and Aquatics Center.

Public Hearing

11. **Ordinance Amending Vacation Home Rental Regulations to Remove 150-Foot Buffer and Make Other Changes (First Reading of Version 1 Establishing a Cap of 1,200 in Residential Areas, or Version 2 Prohibiting Adjacent Properties from Being Vacation Home Rentals)**
Action: Moved/Seconded: Robbins/Bass
Yes: Bass, Robbins
No: Jinkens, Roberts
Action: Failed to Pass **Motion 2025-105** to not hold a first reading (by title only) of Version 1 or Version 2 of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code, and refer second reading and adoption to November 4, 2025.
Action: Moved/Seconded: Jinkens/Roberts
Yes: Jinkens, Roberts
No: Bass, Robbins
Action: Failed to Pass **Motion 2025-106** to hold a first reading (by title only) of Version 1 or Version 2 of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code, and refer second reading and adoption to November 4, 2025.
Public Comment was heard from the following people:
1. Jonathan
2. John Messina
3. Dan May
4. Larry Pedigo
5. Samantha Allen
6. Juan Chavez
7. Allen Miller
8. Tim Faggen
9. Nick Speal
10. Deen Romaha
11. Melissa Soderston
12. Lisa Gresham
13. Roberta
14. Donna Walker
15. Lisa Underwood, Tahoe Keys Property Resort
16. Valerie Miller
17. Robyn Hockey
17. Ed Mosur
18. Erick Asbury
19. Lauren Kosky
20. Steve Teshara, Tahoe Chamber
21. Caleb Fry
21. Andrew Pierce, Attorney for South Lake Tahoe Property Owner's Group
22. Lorraine Jackson

23. Rafael Campos
24. Blake Hershaft
25. Carol Daum
26. Angelique
27. Nicole Ladd, South Lake Tahoe Vacation Rentals
28. Grey Schumacher
29. Mike
30. Allyson Giardino, Elevated Tahoe Properties *written comment submitted
31. Amelia Richmond

Written Public Comment was submitted from the following people:

1. Mary Ann Abejuro
2. Angelique Carl
3. Matt Bettencourt
4. Chris Clare
5. Jane Clare
6. Seth Dallob
7. Aaron Ewing
8. Caleb Fry
9. Nick Giordano
10. Alan Miller
11. Dylan Hastings, South Tahoe Association of Realtors

Note: At this time, Council moved to extend the meeting past 10:00 p.m. (Robbins/Jinkens 4-0 vote)

Regular-New Business

12. City Council Resolution in opposition to CA Proposition 50 (Use of Legislative Congressional Redistricting Map Amendment)

Action: Moved/Seconded: Robbins/Bass
Yes: Bass, Robbins, Roberts
No: Jinkens
Action: Passed **Motion 2025-106** to suspend this agenda item and take no action.

Public Comment was heard from the following people:

1. Susan Chandler, South Lake Tahoe Democratic Club *written comment submitted
2. Melissa Soderston
3. Dan May
4. Larry Pedigo
5. Deen Romaha
6. Juan Chavez
7. David Gregorich
8. Ed Mosur
9. Dan Debuke
10. John Messina
11. John Friedrich
12. Carol Daum

Written Public Comment was submitted from the following people:

1. Lauren Gresh, RNR Vacation Rentals
2. Robyn Johnson
3. Nicole Ramirez-Thomas
4. Caitlin Robinson
5. Martha Schoenfeld

13. Update on Discussions with Heavenly Resort on Annexation and Parking

Note: Council agreed to move this agenda item to the November 4, 2025, City Council meeting.

Agenda Planning Calendar

14. Agenda Planning Calendar

Action: Received and filed.

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

City Attorney Stroud

1. Attended League of California Cities Conference

City Manager Irvin

1. Attended League of California Cities Conference

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

Councilmember Robbins

1. Attended League of California Cities Conference

Councilmember Jinkens

1. Canceled attendance to League of California Cities Conference
2. Legislative Agenda
3. Need for Italian American Heritage Month Proclamation

Mayor Bass

1. Attended League of California Cities Conference
2. Upcoming Tahoe Regional Planning Agency meeting

Adjournment

Mayor Bass adjourned the meeting at 11:06 p.m.

_____ Date:_____

Cody Bass, 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: November 4, 2025

Agenda Item #:4

Agenda Item: Update to Records Management Program and Records Retention Schedule

Executive Summary: The City's Records Retention Schedule has not been updated since 2018. It is necessary to update the Records Retention Schedule to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology and changes in law. The City Clerk selected Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program and retention schedules.

Requested Action / Suggested Motions: Pass a Resolution adopting a Records Retention Schedule, authorizing Destruction of Certain City Records, and authorizing updates to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

Responsible Staff Member: Susan Blankenship, City Clerk

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

Attachments:

01-Staff Report-Record Retention Policy.docx
02-Resolution - Records Retention Schedule.docx
03-Records Retention Schedule (Exh. A to Reso).pdf
04-Electronic Records Destruction Authorization Form - Copy.docx
05-Tangible Records Destruction Authorization Form.docx

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

Meeting Date: November 4, 2025

Title: Update to Records Management Program and Records Retention Schedules

Location: Citywide

Responsible Staff Member: **Susan Blankenship, City Clerk**

Background: The City's Records Management Program and Records Retention Schedules were last updated October 16, 2018. An upgrade in the existing program was necessary to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology and changes in law. The City Clerk selected Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program and retention schedules.

Issue and Discussion: The upgrade of the current records management systems are driven by many factors, including:

- Very limited space in City facilities
- Many departments are filing and storing copies of the same records
- South Lake Tahoe produces and manages many permanent records
- Escalating records storage expenses
- Technology advancements
- Changes in law

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all records managed by the City.

The retention periods are in compliance with all laws and are standard business practice for California cities. The new retention schedules were written interactively with representatives from all departments participating in the project. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of City records. By identifying which department is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, South Lake Tahoe will realize significant savings in labor costs, storage costs, free filing cabinet and office space, and realize operational efficiencies.

It is standard business practice for California cities to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney (if applicable), which is provided in Section 1 of the Resolution. This will reduce costs and improve efficiency for the City.

It is also standard business practice for California cities to authorize updates to the schedule without further action of the City Council, which is provided in Section 2 of the Resolution.

Financial Implications: Future updates to Records Retention Schedules will be made by annual subscription with Gladwell Governmental Services, Inc., ensuring legal requirements are maintained for minimal cost through existing City Clerk budget.

Environmental Considerations: The proposed action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Policy Implications: The updating of City’s Records Management Program and Records Retention Schedules aligns with the City Strategic Priority 2, Efficient Government.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 4, 2025

Adopting a Records Retention Schedule, Authorizing Destruction of Certain City Records (Replacing Resolution 2018-112)

BACKGROUND

A. The City last updated the Records Retention Schedule on October 16, 2018.

B. It is necessary to update the Records Retention Schedule to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology and changes in law.

C. Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed.

D. The maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of South Lake Tahoe

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 the records of the City of South Lake Tahoe, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney without further action by the City Council of the City of South Lake Tahoe.

2. Authorizes updates to the Records Retention Schedule to be made without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

3. Defines the term “records” as used herein to include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

Adopted by the City of South Lake Tahoe City Council on November 4, 2025, by the following vote:
Yes:
No:
Absent:

Abstain:

_____ Date:_____

Cody Bass, 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.

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

Copies or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term "records" shall include all records as defined by the California Public Records Act.

STRUCTURE: CITY-WIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (e-mails, letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. The department retention schedules may be organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule, or look in the index to the schedules (provided after approval.)

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free office space and computer storage space
- Reduce the cost of records storage – paper and electronic
- Eliminate duplication of effort within the City
- Find records faster
- Determine what media should be used to store records

AUTHORIZATION TO DESTROY RECORDS (Paper or Electronic Records):

Destruction or deletion of an **official (original) record** that has exceeded its retention period must be **authorized prior to destruction or deletion.**

- If there is a **minimum** retention ("**Minimum 2 years**"), the destruction / deletion must be authorized before it is destroyed, as it is an official (original) record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft, copy, or the Content is NOT Substantive.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).**"

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the Official (original or "record copy") record for its retention period, then authorizes destruction. Usually, it is the department that originates the record. The official (original) record may be the paper / hard copy version of the record; however the electronic record may be the official (original) record. See the "Destroy Paper after Imaged & QC'd" below for the Legal Requirements for the electronic record to be the official (original) record.

Records Description: The record series (a group of like records).

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active *(guideline)*: How long the file remains in the immediate office area
Inactive *(guideline)*: How long the file is in off-site storage, stored electronically in accordance with law (see below)
Total Retention: The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.
P = Permanent
Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated and certain data may require minimum retention.
Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) **terms used in State law**:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper
OD = Optical Disk or other **Unalterable Media which does not allow changes**

Scan / Import (*guideline*)**:**
"S" indicates the record should be scanned into the document imaging system;
"I" indicates the record should be electronically imported into the document imaging system;
"M" indicates the record was microfilmed

Destroy Paper after Imaged & QC'd (quality checked) / Trustworthy Electronic Record: "Yes" means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format) **IF (these are the legal requirements for the electronic record to serve as the official (original) record)** the electronic record is also **placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM**, **or microfilmed**) which is **stored in a safe & separate location**.
Employees are required to Quality Check ("QC'd") both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes;** other legal mandates may apply.

Legend for legal citations (§: Section)
CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)
B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC Public Resources Code
USC: United States Code (US)
CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen..: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY-WIDE (Used by ALL Departments)								
Lead Dept.	CW-001	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
Lead Dept. (Administering the Agreement or Contract)	CW-002	Agreements / Contracts: **ADMINISTRATION (NO Grant Funding)** (Project Administration, Insurance Certificates, RFP - Request for Proposal or Successful Proposal, Certified Payrolls, etc.) Send **All Original Agreements or Contracts and Insurance Certificates to the City Clerk**	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Covers E and O Statute of Limitations; Statute of Limitations: Contracts and Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept. Managing the Agreement or Contract	CW-003	Agreements / Contracts: **ADMINISTRATION (WITH Grant Funding)** (Project Administration, IRFP - Request for Proposal or Successful Proposal, Certified Payrolls, etc.) Send **All Original Agreements or Contracts and Insurance Certificates to the City Clerk**	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors and Omissions is 10 years; Statute of Limitations: Contracts and Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, and 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090
Lead Dept. (Administering the Bid Process)	CW-004	Agreements / Contracts: **UNSUCCESSFUL BIDS, PROPOSALS or RESPONSES to RFPs** (Request for Proposals) **/ RFQs** (Request for Qualifications) that don't result in a contract	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Finance / Purchasing retains the originals of Formal procurements; Includes unopened bids; GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-005	Boards, Commissions, Committees: **External Organizations / Regional Boards and Commissions** - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records
Staffing Dept.	CW-006	Boards, Committees, Commissions, Advisory Bodies: **All Citizen Advisory Bodies Created by the City Council AGENDAS and STAFF REPORTS**	Minimum 2 years	Yes: Prior to meeting	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Staffing Dept.	CW-007	Boards, Committees, Commissions, Advisory Bodies: Recordings, Audio / AUDIO RECORDINGS: All Citizen Advisory Bodies Created by the City Council	Minimum 2 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b)
Staffing Dept.	CW-008	Boards, Committees, Commissions, Advisory Bodies: **All Citizen Advisory Bodies Created by the City Council MINUTES**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
Staffing Dept.	CW-009	Boards, Committees, Commissions, Advisory Bodies: Recordings, Video / VIDEO RECORDINGS: All Citizen Advisory Bodies Created by the City Council	Minimum 2 years		Mag			Department preference; video recordings of meetings are required for 90 days; GC §34090.7
Staffing Dept.	CW-010	Committees: **Employee Committees**, Employee Staff Meetings / Department Staff Meetings **AGENDAS, MINUTES**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Staffing Dept.	CW-011	Committees: **Subcommittees of the City Council (Ad-Hoc / Standing Committees) AGENDAS, MINUTES**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All actions are made by the City Council; GC §34090
Lead **(Responding)** Dept.	CW-012	Complaints / Concerns from Citizens (Excludes Police Officers)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-013	Copies or duplicates of any record	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090.7
Dept. that **Authors** Document or Receives the City's Original Document	CW-014	Correspondence - **ROUTINE** **(IF CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business)** (e.g. e-mail / email with SUBSTANTIVE content, Letters, Memorandums, Administrative Files, General Files, etc.) SUBSTANTIVE synonyms: Significant, Meaningful, Considerable, Essential	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose v. Superior Court, 2 Cal. 5th 608 (2017). GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-015	Correspondence - **TRANSITORY / PRELIMINARY DRAFTS**, Interagency and Intraagency Memoranda NOT retained in the ordinary course of business **Content NOT Substantive**, or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail / email, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, PowerPoint presentations, speaker cards, speech notes, staff videoconference chats, notes and recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes / returned mail, visitors logs, voice mails, webpages, etc.)	When No Longer Required		Mag, Ppr			Electronic and paper records are categorized, filed and retained based upon the **CONTENT of the record. Records where either the Content relates in a SUBSTANTIVE way to the conduct of the public's business**, or ARE made or retained for the purpose of preserving the informational content for future reference **are SAVED by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If** not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC §§34090, 7927.500, 7928.705.; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court, 2 Cal. 5th 608 (2017).
Lead Dept.	CW-016	Developer Deposit Accounts / Developer Impact Fee Accounts (Escrow Accounts)	Closed + 5 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Lead Dept.	CW-017	Drafts / Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 7927.500, 7928.705

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept. (Managing the Grant)	CW-018	Grant Applications funded by the City's General Fund	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Finance maintains payable information in Accounts Payable; GC §34090
Lead Dept. (Managing the Grant)	CW-019	Grants **(UNSUCCESSFUL** Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Managing the Grant)	CW-020	Grants / CDBG Administration (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements **(SUCCESSFUL** Reports, other records required to pass the funding agency's audit, if required) Applications (successful), copy of grant agreement, copies of invoices, program rules, regulations and procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - **Minimum 5 years**		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, and 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 and A-133; GC §34090
Lead Dept.	CW-021	Newspaper Clippings	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records - may be obtained from the newspaper company; GC §34090
Human Resources	CW-022	Personnel Files **(Department Copies)** Send all originals to Human Resources Except Police Department	Send All Originals to Human Resources	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Originals are retained by Human Resources; GC §34090.7
Lead Dept.	CW-023	Personnel Files **(Supervisor's Notes)**	Shred After Incorporation into Performance Evaluation or Documented Discipline	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.

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Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-024	Photographs	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts (retention is placed on the final record in which the photograph is published in, if any); destroy unnecessary photographs. GC §§34090, 7927.500
Lead Dept. (Who Uses the Vehicle)	CW-025	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	13 CCR 1234(e); VC 34505.5(c); 49 CFR 396.11; GC §34090
Lead Dept.	CW-026	Public Relations / Press Releases	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Who Ordered the Appraisal)	CW-027	Real Estate Appraisal Reports: Property **NOT** purchased, Loans not funded, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; GC §§34090, 7928.705
Lead Dept. (Who Ordered the Appraisal)	CW-028	Real Estate Appraisal Reports: **Purchased** Property, Funded Loans	Minimum 5 years	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), and 570.502(b); 29 CFR 97.42, GC §34090
Lead Dept.	CW-029	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Plans / Strategic Plans, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies / Reports (if not provided in the schedule.): etc.: Produced by **OUTSIDE ORGANIZATIONS** (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-Records

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Lead Dept.	CW-030	Reference Materials: Internal Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Plans / Strategic Plans, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies / Reports (if not provided in the schedule.): etc.: Produced by **YOUR Department**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Dept.	CW-031	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Administrative Policies, Plans / Strategic Plans, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies / Reports (if not provided in the schedule.): etc.: Produced by **OTHER Departments**	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Lead Dept.	CW-032	Reports / Studies (**Historically significant** - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-033	Reports / Studies (**other than Historically significant** - e.g. Annual Reports)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090
Lead Dept.	CW-034	Special Projects / Subject Files / Issue Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-035	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-036	Training **Database**	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090 et seq.
Lead Dept.	CW-037	Training Presented by City Staff - **COURSE RECORDS** (Attendance Rosters or Sign-in Sheets, Outlines and Materials; includes Ethics, Harassment, and Safety. Workplace Violence Training, Tailgates)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets OSHA requirements; Ethics, Harassment and Workplace Violence Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c);LC §6401.9(f), GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b) LC §6401.9(f)

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RECORDS RETENTION SCHEDULE: CITY ATTORNEY
(Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
CITY ATTORNEY								
City Attorney	CA-001	Amicus Briefs	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-002	City Attorney Opinions	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-003	Lawsuits / Litigation - May include correspondence, pleadings, transcripts, appeals, Court Decisions, etc. Send all Settlement Agreements to the City Clerk	Minimum Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
City Attorney	CA-004	Legal Advice Files / Subject / Departmental Files	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-005	Pitchess Motions	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CITY ATTORNEY/ RISK MANAGEMENT								
City Attorney / Risk Management	CA-006	Accident / Incident Reports - Members of the Public injured on City property	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Attorney / Risk Management	CA-007	Actuarial Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Retained to match meets municipal government auditing standards; GC §34090
City Attorney / Risk Management	CA-008	Claim for Damages / Claims Against the City	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,

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RECORDS RETENTION SCHEDULE: CITY ATTORNEY
(Risk Management)

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Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
City Attorney / Risk Management	CA-009	Claims to Recover Funds for the City: Subrogation Claims:/ Property Damage Claims / Restitution / Recovery of Damages to City Property / City's Invoices to Insurance Companies	Final Resolution + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Attorney / Risk Management	CA-010	Insurance Policies - **General Liability, Workers Compensation**	P	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers longest possible statute of limitations; CCP §337 et seq.; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i); GC §§ 911.2, 34090
City Attorney / Risk Management	CA-011	Insurance Policies - **Property, Fire, Theft, etc.**	P	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers statute of limitations for contracts; CCP §337 et seq.; GC §34090
City Attorney / Risk Management	CA-012	OSHA Citations and Inspections	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; OSHA requires 5 years (State is required to retain theirs 7 years); State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c
City Attorney / Risk Management	CA-013	OSHA Logs - 200, 300, 301, 301A	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; OSHA requires 5 years (State is required to retain theirs 7 years); State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c
City Attorney / Risk Management	CA-014	Workers Compensation Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years OR Termination of Benefits + 30 years, Whichever is Longer	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE: CITY CLERK
(Elections)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
CITY CLERK								
City Clerk	CC-001	Agenda Packets: **City Council**, South Tahoe Redevelopment Successor Agency (STRSA) and Oversight Board, South Tahoe Joint Powers Financing Authority (STJPFA), South Tahoe Joint Powers Parking Financing Authority. (STJPPFA), South Tahoe Transit Joint Powers Authority, South Tahoe Transit Joint Powers Authority (STTJPA), Building Board of Appeals Includes Appeals to City Council, Budgets, Annual Financial Reports (CAFR, ACFR)	P	Yes: Prior to meeting	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-002	Agenda Packets: **Boards and Commissions:** Airport Land Use Commission, Arts, Culture, and Tourism Commission, Building Board of Appeals, Independent Citizens Oversight Committee, Parks and Recreation Commission, Planning Commission, Police Advisory Commission Includes Appeals to Boards and Commissions	P	Yes: Prior to meeting	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-003	Agreements / Contracts, Amendments - ALL Agreement or Contract includes all contractual obligations (e.g. Scope of Work, all attachments and exhibits), and all Insurance Certificates	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure contracts should be permanent for emergency response; Statute of Limitations is 10 years for Errors and Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CC-004	Appeals Denied, Not Timely Filed, Correspondence	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-005	Board and Commission / Committee Maddy Act Lists / Vacancy Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Adopted:

RECORDS RETENTION SCHEDULE: CITY CLERK
(Elections)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
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***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-006	Board and Commission / Committee Recruitment / Applications (All, whether appointed or not)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-007	City Articles of Incorporation	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Attorney / Risk Management	CC-008	Claim for Damages Forms	2 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Attorney / Risk Manager is Office of Record; GC §34090
City Clerk	CC-009	COIs / Certificate of Insurance / Insurance Certificates that can't be matched to an agreement or contract, but vendor may be doing business with the City (excludes non-records - those companies that are not currently doing business with the City)	11 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 10 years for Errors and Omissions; CCP §§337. 337.1(a), 337.15, 343; GC §34090
City Clerk	CC-010	COIs / Certificate of Insurance / Insurance Certificates that can't be matched to an agreement or contract, NOT a current vendor of the City	When No Longer Required	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not a City record
City Clerk	CC-011	Facility Use Requests for City Council Chambers	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-012	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **DESIGNATED EMPLOYEES and CONSULTANTS** (specified in the City's Conflict of Interest code)	Date Filed + 7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	City maintains original statements; GC §81009(e)and(g)
City Clerk	CC-013	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **PUBLIC OFFICIALS / 87200 Filers** (elected and not elected. Includes City Council, Planning Commission Members, City Manager, City Treasurer and City Attorney)	Date Filed + 7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Standard municipal government practice; City maintains copies only; original statements are filed with FPPC; GC §81009(f)and(g)

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RECORDS RETENTION SCHEDULE: CITY CLERK (Elections)

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City Clerk	CC-014	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Must post on website; GC §81009(e)
City Clerk	CC-015	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Should post on website for 4 years; GC §81009(e)
City Clerk	CC-016	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	GC §81009(e)
City Clerk	CC-017	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
CITY CLERK / ELECTIONS								
City Clerk / Elections	CC-018	Campaign Filings (FPPC 400 Series Forms and Form 501): **SUCCESSFUL CANDIDATES** (Elected Officials)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	GC §81009(b)and(g)
City Clerk / Elections	CC-019	Campaign Filings (FPPC 400 Series Forms): **THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK** (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	GC §81009(f)and(g)
City Clerk / Elections	CC-020	Campaign Filings (FPPC 400 Series Forms): **OTHER COMMITTEES** (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	GC §81009(c)and(g)
City Clerk / Elections	CC-021	Campaign Filings (FPPC 400 Series Forms, 501 Form): **UNSUCCESSFUL CANDIDATES**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Candidates without committees are not required to file their statements, reports or copies online or electronically; GC §81009(b)and(g)
City Clerk / Elections	CC-022	Candidate File: **Nomination Papers,** Candidate Statement Forms, Ballot Designation Forms, etc. - **SUCCESSFUL CANDIDATES**	Term of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk / Elections	CC-023	Candidate File: **Nomination Papers,** Candidate Statement Forms, Ballot Designation Forms, etc. - **UNSUCCESSFUL CANDIDATES**	Election + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100

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RECORDS RETENTION SCHEDULE: CITY CLERK
(Elections)

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City Clerk / Elections	CC-024	Elections - **GENERAL, WORKING or ADMINISTRATION** Files (Correspondence, Applications to fill a Vacancy on the City Council, Arguments, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk / Elections	CC-025	Elections - **HISTORICAL** Files (Copies of Sample Ballot, Copy of Resolution Declaring Results, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk / Elections	CC-026	Elections - Petitions (Initiative, Recall, Referendum) - **IF INSUFFICIENT**	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk / Elections	CC-027	Elections - Petitions (Initiative, Recall or Referendum) - **IF SUFFICIENT**	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
(End of Elections Section)								
City Clerk	CC-028	Ethics Training Certificates / Harassment Prevention Training Certificates for City Council, Board and Commission Members	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§ 3105, 12946, 12960, 34090, 53235.2(b)
City Clerk	CC-029	Film Permits	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-030	Historical Records / Archives, Photographs, and Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, Historically significant litigation, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090

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RECORDS RETENTION SCHEDULE: CITY CLERK
(Elections)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-031	Minutes: **City Council**, South Tahoe Redevelopment Successor Agency (STRSA), South Tahoe Joint Powers Financing Authority (STJPFA), South Tahoe Joint Powers Parking Financing Authority. (STJPPFA), South Tahoe Transit Joint Powers Authority (STTJPA), Building Board of Appeals	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
City Clerk	CC-032	Minutes: **Boards and Commissions:** Airport Land Use Commission, Arts, Culture, and Tourism Commission, Building Board of Appeals, Independent Citizens Oversight Committee, Parks and Recreation Commission, Planning Commission, Police Advisory Commission	P	Yes: Prior to meeting	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
City Clerk	CC-033	Ordinances	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
City Clerk	CC-034	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall or Referendum Petitions	1 year		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Law requires 1 year for petitions; GC §50115
City Clerk	CC-035	Proclamations and Commendations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-036	Prop. 218 (Property-based fees - Solid Waste Fees: **Protest Letters / Ballots, Tabulation**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §53753(e)(2)
City Clerk	CC-037	Public Records Requests / Subpoenas Duces Tecum / Summons (excludes some Police requests)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-038	Recorded Documents (City-owned property or former Redevelopment-owned property): Deeds, Easements, Final Order of Condemnation, Full Reconveyance, Liens and Releases, Notice of Completion, Rights of Way	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)

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City Clerk	CC-039	Recordings, Audio (**Audio Recordings**): **City Council,** South Tahoe Redevelopment Successor Agency (STRSA), South Tahoe Joint Powers Financing Authority (STJPFA), South Tahoe Joint Powers Parking Financing Authority. (STJPPFA), South Tahoe Transit Joint Powers Authority (STTJPA), Building Board of Appeals	P		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
City Clerk	CC-040	Recordings. Video (**Video Recordings**): **City Council,** South Tahoe Redevelopment Successor Agency (STRSA), South Tahoe Joint Powers Financing Authority (STJPFA), South Tahoe Joint Powers Parking Financing Authority. (STJPPFA), South Tahoe Transit Joint Powers Authority (STTJPA), Building Board of Appeals	P		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
City Clerk	CC-041	Recordings, Audio (**Audio Recordings**): **Boards and Commissions:** Airport Land Use Commission, Arts, Culture, and Tourism Commission, Building Board of Appeals, Independent Citizens Oversight Committee, Parks and Recreation Commission, Planning Commission, Police Advisory Commission	P	Yes: Prior to meeting	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
City Clerk	CC-042	Recordings, Video (**Video Recordings**): **Boards and Commissions:** Airport Land Use Commission, Arts, Culture, and Tourism Commission, Building Board of Appeals, Independent Citizens Oversight Committee, Parks and Recreation Commission, Planning Commission, Police Advisory Commission	P	Yes: Prior to meeting	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
City Clerk	CC-043	Records Destruction Authorization Forms and Certifications (All Departments)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: CITY CLERK
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City Clerk	CC-044	Resolutions: **City Council,** South Tahoe Redevelopment Successor Agency (STRSA), South Tahoe Joint Powers Financing Authority (STJPFA), South Tahoe Joint Powers Parking Financing Authority. (STJPPFA), South Tahoe Transit Joint Powers Authority (STTJPA), Building Board of Appeals	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
City Clerk	CC-045	Resolutions: **Boards and Commissions:** Airport Land Use Commission, Arts, Culture, and Tourism Commission, Building Board of Appeals, Independent Citizens Oversight Committee, Parks and Recreation Commission, Planning Commission, Police Advisory Commission	P	Yes: Prior to meeting	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
Finance	CC-046	Travel Records / Expense Reports - Council Members, City Clerk Employees	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090.7
FORMER REDEVELOPMENT AGENCY								
City Clerk / Former Redevelop,	CC-047	Redevelopment Projects / Project Areas **(AFTER all original Recorded Documents are in City Clerk's Records, Planning has all final Environmental Documents, Engineering has any CIP Projects)**	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	CC-048	Redevelopment Projects / Project Areas **CIP Projects built by Redevelopment Agency, if any**	Send to Engineering		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Planning	CC-049	Redevelopment Projects / Project Areas **Environmental Documents / CEQA Permits, EIRs, Categorical Exemptions, Negative Declarations, etc.**	Send to Planning		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: CITY MANAGER
(Communications, Data Innovation, Economic Development, SLT-TV, Sustainability, Transit)

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CITY MANAGER								
City Manager	CM-001	Legislative Advocacies, Support or Opposition to proposed Federal or State Legislation IF NOT IN THE COUNCIL AGENDA PACKET	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Manager	CM-002	Project Files / Subject Files (Subject will change over time)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Finance	CM-003	Travel Records / Expense Reports - City Manager Employees	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090.7
CITY MANAGER / COMMUNICATIONS AND PIO								
City Manager / Commun. and PIO	CM-004	Press Releases / Media Releases (Excludes Fire and Police)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090 et seq.
CITY MANAGER / DATA AND INNOVATION								
City Manager / Data and Innovation	CM-005	Data and Innovation Projects	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business / Content Not Substantive; GC §34090 et seq.
City Manager / Data and Innovation	CM-006	Performance Measurement Program, Dashboard, etc.	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business / Content Not Substantive; GC §34090 et seq.
City Manager / Data and Innovation	CM-007	GIS Database / Data / Layers (both City-wide and Specialized)	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	The Department determining the content of each layer should direct the saving of historical layers of data or documents prior to replacing the data if they require the data or output for historical purposes; other data can be superseded; GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: CITY MANAGER
(Communications, Data Innovation, Economic Development, SLT-TV, Sustainability, Transit)

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CITY MANAGER / ECONOMIC DEVELOPMENT								
City Manager / Economic Develop	CM-008	Community and Stakeholder Engagement / Public Outreach and Engagement / Marketing and Promotion	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Manager / Economic Develop	CM-009	Economic Development Projects: Business Recruitment, Expansion, or Retention, Small Business and Entrepreneur programs, Commercial Project Proposals and Approvals, Economic Reports and Market Analyses (e.g., retail studies, demographic reports)	Minimum 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
CITY MANAGER / SLT-TV / Channel 21 / PEG (Public, Educational, and Government) CHANNEL								
City Manager / SLT-TV / Channel 21 / PEG Channel	CM-010	South Lake Tahoe Television (SLT-TV) Programming, Production and Scheduling	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090 et seq.
City Manager / SLT-TV / Channel 21 / PEG Channel	CM-011	South Lake Tahoe Television (SLT-TV) Video Footage: Historical events and programming	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	When content is of historic significance; GC §34090.7
City Manager / SLT-TV / Channel 21 / PEG Channel	CM-012	South Lake Tahoe Television (SLT-TV) Video Media -Bulletin Board, Events, Programs, Interviews (DVD and Video) - **Not public meetings** - See City Clerk or Planning	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: CITY MANAGER
(Communications, Data Innovation, Economic Development, SLT-TV, Sustainability, Transit)

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CITY MANAGER / SUSTAINABILITY								
City Manager / Sustainability	CM-013	Climate Action Plan Implementation, Greenhouse Gas Reduction, Meetings, Meeting Agendas, etc. Any construction projects are retained by Public Works / Engineering	Minimum 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Manager / Sustainability	CM-014	Solid Waste Recycling / AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling) . CalRecycle Annual Waste Diversion Report / CalREcycle Report, etc.	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995;.2 H and S §39730.7; GC §34090
City Manager / Sustainability	CM-015	Solid Waste Reports to Regulatory Agencies (California Integrated Waste Management Board, etc.)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Manager / Sustainability	CM-016	Solid Waste Services / Hauler Quarterly Reports	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CITY MANAGER / TRANSIT								
City Manager / Transit	CM-017	Coordination, Liaison to Tahoe Transportation District (TTD) and South Tahoe Transit Joint Powers Authority (JPA)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: DEVELOPMENT SERVICES
(Building, Housing, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
DEVELOPMENT SERVICES / BUILDING								
Develop. Services / Building	DEV-001	Building Permit Database (Central Square)	Indefinite (Permanent)	Yes (all)	Mag			Department Preference - Data is interrelated; GC §34090, H&S §19850
Develop. Services / Building	DEV-002	Address Files / **Building Permits** (Construction Notices, Compliance Orders, Stop Work Orders, etc.)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statewide guidelines propose permanent; GC §34090, H&S §19850
City Clerk	DEV-003	Building Board of Appeals **AGENDAS, STAFF REPORTS, AUDIO RECORDINGS / VIDEO RECORDINGS, MINUTES, RECORDINGS, AUDIO, RECORDINGS, VIDEO**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk retains originals; GC §34090.7
Develop. Services / Building	DEV-004	Building Plans - **Cancelled or Withdrawn (Permit never issued)**	Upon Cancellation or withdrawal		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
Develop. Services / Building	DEV-005	Building Plans - **Expired (Permit never issued)**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CBC §104.7; H&S§19850, GC §34090
Develop. Services / Building	DEV-006	Building Plans - **Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION, TENANT IMPROVEMENTS**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; Statewide guidelines propose 2 years for blueprints & specifications; CBC 104.7 & 107.5, H&S§19850, GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Develop. Services / Building	DEV-007	Building Plans - **Finalled** - **SINGLE FAMILY RESIDENTIAL - SFR and APPURTENANCES** (after 2017, when electronic filing was implemented.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Site Plans Only for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090
Develop. Services / Building	DEV-008	Certificate of Occupancy (CofO)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Develop. Services / Building	DEV-009	Plan Check Comments	When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts; GC §34090
Develop. Services / Building	DEV-010	**Reports:** Building Activity	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts (the database is the original); GC §34090
Develop. Services / Building	DEV-011	Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Develop. Services / Building	DEV-012	Uniform Building Codes / California Building Codes	Minimum until Ordinance is no Longer in Effect		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §50022.6
DEVELOPMENT SERVICES / HOUSING								

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Develop. Services / Housing	DEV-013	CDBG Administration (Community Development Block Grant) **(SUCCESSFUL** Reports, other records required to pass the funding agency's audit, if required) Applications (successful), copy of grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - **Minimum 5 years**		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Develop. Services / Housing	DEV-014	Housing Plans: Consolidated Annual Performance and Evaluation Review (CAPER) / Comprehensive Housing Affordability Strategy (CHAS) / Consolidated Action Plan / Analysis of Impediments to Fair Housing Choices / Citizen Participation Plan / Action Plans, etc.	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 5 years; 24 CFR 91.105(h); GC §34090
Develop. Services / Housing	DEV-015	Housing Programs: Affordable Housing Projects, Lead-Based Paint, Rehabilitation, CDBG-funded Housing Projects, etc. **WITH a Recapture / Resale Restriction / WITH Affordability Restriction**	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 92.508(a)(c)(2); 29 CFR 97.42, GC §34090

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RECORDS RETENTION SCHEDULE: DEVELOPMENT SERVICES
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Develop. Services / Housing	DEV-016	Housing Programs: Affordable Housing Projects, Lead-Based Paint, Rehabilitation, CDBG-funded Housing Projects, etc. WITHOUT a Recapture / Resale Restriction	Loan Pay-off OR Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 24 CFR 85.42, 92.508(a)&(c) & 570.502(a)(16), 982.158, 884.214; 29 CFR 97.42, GC §34090
DEVELOPMENT SERVICES / PLANNING								
Lead Dept.	DEV-017	Permit Database (Central Square)	Indefinite (Permanent)	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference - Data is interrelated and contains Building Permits and other Permanent Records; GC §34090, H&S §19850
Develop. Services / Planning	DEV-018	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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Develop. Services / Planning	DEV-019	**Planning Projects - Discretionary & Ministerial -** APPROVED Permanent Entitlements & Permits **(Includes Applications, CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans, Soils Reports, etc.)** Examples: Conditional Use Permits (CUPs) Development Permit General Plan / General Plan Amendments Lot Line Adjustment Rezones Sign Permits Specific Plan Tentative Subdivision Maps / Parcels Maps Use Permits Variance Zoning Clearance Zoning Ordinance / Updates	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090, 34090.7
Develop. Services / Planning	DEV-020	**Planning Projects - Discretionary & Ministerial -** Applications that are EXPIRED, WITHDRAWN, or No Action	Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090, 34090.7
Develop. Services / Planning	DEV-021	Advanced Planning / Long Range Planning / Project Implementation (Final Documents only)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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RECORDS RETENTION SCHEDULE: DEVELOPMENT SERVICES
(Building, Housing, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Develop. Services / Planning	DEV-022	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA **- Where Planning is the Lead** **Correspondence and staff notes** that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Develop. Services / Planning	DEV-023	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Notice of Exemption (NOE), etc.) / CEQA **Inside City boundaries - Where Planning is the Lead**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Develop. Services / Planning	DEV-024	General Plan, Elements and Amendments / Master Plans, Specific Plans, Land Use Plans and Amendments; General Plan Interpretations	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Develop. Services / Planning	DEV-025	Historical Designations / Historical Landmarks	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Develop. Services / Planning	DEV-026	Home Occupation Permits	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Develop. Services / Planning	DEV-027	Materials Boards	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	DEV-028	Planning Commission **AGENDAS, STAFF REPORTS, AUDIO RECORDINGS / VIDEO RECORDINGS, MINUTES**, **RECORDINGS, AUDIO, RECORDINGS, VIDEO**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk retains originals; GC §34090.7
Develop. Services / Planning	DEV-029	Special Event Permits / Temporary Use Permits issued by Planning (Approved & Unapproved)	Expiration + 2 years	Yes: During Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Develop. Services / Planning	DEV-030	Zoning Clearance Forms / Zoning Verification Letters	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Develop. Services / Planning	DEV-031	Zoning Maps (Historically Significant)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Develop. Services / Planning	DEV-032	Zoning Ordinance Amendments / Zone Changes	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7

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RECORDS RETENTION SCHEDULE: FINANCE
(Admin., Business License, Acct., Payroll, Information Technology)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
FINANCE / ADMINISTRATION								
Lead Depart.	FIN-001	Financial Services **Database** / ERP Database (CentralSquare / OneSolution)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / Admin.	FIN-002	Audit Reports / Annual Comprehensive Financial Report (ACFR) and related Audit Opinions	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Finance / Admin.	FIN-003	Audit Work Papers	Drafts - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (preliminary drafts); GC §34090
Finance / Admin.	FIN-004	Audits - Single Audits / Transportation Audits / PERS Audit, FEMA or OES Audits, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Finance / Admin.	FIN-005	Bonds and Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) / General Obligation Bonds / Revenue Bonds / Assessment District Bonds / CFD Bonds - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for Bonds issued by local governments are 10 years; IRS bond auditing regulations state, "…material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds; There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e): 26 CFR § 1.148-5(d)(6)(iii)(E); GC §43900 et seq.
Finance / Admin.	FIN-006	Budgets - Adopted / Final	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Finance / Admin.	FIN-007	Budgets - Preliminary, Backup Documents	Drafts - When No Longer Required	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts / Content Not Substantive; GC §34090 et seq.
Finance / Admin.	FIN-008	Investment Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Finance / Admin.	FIN-009	Investments / Arbitrage / Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900
Finance / Admin.	FIN-009.5	Vehicle Titles (Pink Slips)	Sale or Disposal		Mag, Mfr, OD, Ppr	S / I		Given to Auction House / New Owner; GC §34090
FINANCE / BUSINESS LICENSE								
Finance / Business License	FIN-010	Business License / **Database** (HdL)	Indefinite - Minimum 5 years	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated; GC §34090, H and S §19850
Finance / Business License	FIN-011	Business License **Applications**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.
Finance / Business License	FIN-012	Business License **Registrations and Renewals**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.
FINANCE / GENERAL ACCOUNTING								
Finance / General Accounting	FIN-013	1099's, 1096's, DE542 (California Report of Independent Contractors)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing and contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R and T §19530, GC §34090; 29 USC 436
Finance / General Accounting	FIN-014	Accounts Payable / Invoices and Backup (Includes Invoices, Purchase Orders, Travel Expense Reimbursements, Warrant Request, Vouchers, etc.)	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; GC §34090
Finance / General Accounting	FIN-015	Accounts Receivable / Revenue / Our Invoices to Outside Entities: False Alarm Billings, Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing / Rent, etc.	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Finance / General Accounting	FIN-016	Assessment Districts, Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs) **Accounting, Assessor Tax Rolls**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-017	Bank Statements and Trustee Statements, Fiscal Agent Statements, Trustee Statements, Investment Account Statements, Pars Statements, Bank Reconciliations, Wire Transfers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §§34090, 26 CFR 31.6001-1
Finance / General Accounting	FIN-018	Checks / Warrant Register Report (issued)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Originals in City Council Agenda Packets; GC §34090.7
Finance / General Accounting	FIN-019	Checks / Warrants (Cashed or Returned / NSF)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-020	Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §§34090, 26 CFR 31.6001-1
Finance / General Accounting	FIN-021	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1355. 1519; GC §34090
Finance / General Accounting	FIN-022	Fixed Assets - Annual Listing (Source Documents)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-023	Journal Entries / Journal Vouchers / Budget Adjustments	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to match Accounts Payable; meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090, CCP § 337

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Finance / General Accounting	FIN-024	Reports from Financial Services Database: Financial Reports, General Ledgers Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc.	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Financial system can re-create reports accurately; GC §34090
Finance / General Accounting	FIN-025	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-026	W-9s	Vendor Inactive + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets IRS auditing standards; GC §34090
FINANCE / PAYROLL								
Lead Depart.	FIN-027	Financial Services **Database** / ERP Database (CentralSquare / OneSolution)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / Payroll	FIN-028	CalPERS Reports, Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Most recent records are stored on CalPERS website; Department Preference; Retained to match other auditing periods; GC §34090
Finance / Payroll	FIN-029	Checks / Warrant Register Report - Payroll Only	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Finance / Payroll	FIN-030	Checks / Warrants - Cancelled - Payroll Only	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090, 26 CFR 31.6001-1
Finance / Payroll	FIN-031	DE-34 (California EDD Report of New Employees)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090

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Finance / Payroll	FIN-032	DE-6, DE-7, DE-9 DE-43, W-3, and DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA and Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R and T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Finance / Payroll	FIN-033	Deferred Compensation (City Statements)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Produced by Deferred Comp. Provider; GC §304090, 26 CFR 31.6001.1
Finance / Payroll	FIN-034	Employment Verifications (From lenders or other outside companies)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records, content is not substantive; GC §34090 et seq.
Finance / Payroll	FIN-035	Garnishments, Child Support, Court Orders regarding Employee Wages	Completion + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Finance / Payroll	FIN-036	Payroll Reports (includes Leave Registers, time Transaction Reports, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; (meets municipal government auditing standards); GC §34090
Finance / Payroll	FIN-037	PERS Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Finance / Payroll	FIN-038	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to facilitate grant audits or claim reimbursements; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R and T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090; 8 CCR 11040.7(c); 29 CFR 516.5 and 516.6(c);
Finance / Payroll	FIN-039	W-2's	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R and T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
FINANCE / INFORMATION TECHNOLOGY								

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Finance / Information Technology	CM-007	Backups - Computer Disaster Recovery Backups	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Finance / Information Technology	CM-008	Network Configuration Maps and Plans	When No Longer Required		Mag.			Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Finance / Information Technology	CM-009	UNALTERABLE MEDIA / IMMUTABLE **MEDIA (CLOUD IMMUTABLE BACKUP) /** (WORM / DVD-r / CD-r / Blue Ray-R / Optical Disk) or other unalterable media that does not permit additions, deletions, or changes	Follows Retention of Official Electronic Record		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, 2 CCR 22620 et seq.

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RECORDS RETENTION SCHEDULE - FIRE
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FIRE ADMINISTRATION								
Fire / Admin.	FR-001	Fire Incident **RMS Database - ImageTrend** (Includes incidents, rescues, response runs)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Data is interrelated; GC §34090
Fire / Admin.	FR-002	Emergency Plans / Disaster Preparedness Manuals, etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7
Human Resources	FR-003	Employee **Training** File (Includes Certificates not sent to Human Resources)	Upon Separation		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies - Human Resources retains originals, GC §34090.7
Fire / Admin.	FR-004	Fire Incident Reports	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; Original reports / data is in RMS database; GC §34090 et seq.
Fire / Admin.	FR-005	Fire Investigations - **Arson and Capital Crimes Only**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Capital Crimes have no statute of limitations); GC §34090 et seq.
Fire / Admin.	FR-006	Fire Investigations - **OTHER Than** Arson and Capital Crimes Only	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	California Fire Code requires 5 years; CFC §§104.7 - 104.7.4 , GC §34090 et seq.
Fire / Admin.	FR-007	ISO Insurance Ratings	15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (rated every 10 years); GC §34090
Fire / Admin.	FR-008	Monthly Statistical Report / Run Statistics	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Considered a preliminary draft / copy (the Fire database is the original); GC §34090 et seq.
City Clerk	FR-009	Mutual Aid Agreements, Joint Power Authorities / Heartland Fire Agreements	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Originals Maintained by City Clerk; GC §34090.7

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Fire / Admin.	FR-010	Press Release / Public Information / Education (when produced internally) - Fire Only	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Fire / Admin.	FR-011	Programs and Projects (e.g. Cadet, CPR Program, Fire Service Day, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
FIRE / EMERGENCY MEDICAL SERVICES								
Fire / EMS	FR-012	Fire Incident **EMS Database** (includes Patient Care Reports / e-PCRs)	Indefinite - Minimum 20 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; adults required for 7 years; minors until 1 year after age 18, but not less than 7 years; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, GC §34090; H and S §123145; 42 CFR 482.24(b); 9 CCR 9444, 22 CCR 70751(c) and 71551(c); 73543(a), 74731(da), 75055(a), 75343(a), 77143(ca), W and I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3
Fire / EMS	FR-013	Controlled Substance Logs, Inventories / Ambulance Drug Inventory Logs **/ Database**	Indefinite - Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 3 years; 21 CFR §1304.04, 1310.04; 22 CCR 70263 and 71233; FA §32003(e), B and P 4081; GC §34090
Fire / EMS	FR-014	EMS Complaints / CQI (Continuous Quality Improvement) / Quality Assurance	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for health providers is 3 years; 13 CCR 1100.7, GC §34090
Fire / EMS	FR-015	HIPAA Policies and Procedures (Health Insurance Portability and Accountability Act)	Superseded + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	45 CFR 164.530(j)
FIRE / FIRE MARSHAL / FIRE PREVENTION								

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RECORDS RETENTION SCHEDULE - FIRE
(Admin, EMS, Fire Marshal / Fire Prevention, Operations / Suppression, Training

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Fire / Fire Marshal and Fire Prevention	FR-016	Defensible Space Inspections and Enforcement	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Fire / Fire Marshal and Fire Prevention	FR-017	Fire Code Permits / Special Event Permits (assembly permits, candle permits, tent permits, fire hydrant use, open flame, pyrotechnic permits, etc.)	5 years	Until Event is Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CFC §§104.7 - 104.7.4 ; GC §34090
Fire / Fire Marshal and Fire Prevention	FR-018	Fire Inspections / Business Inspection Files / Citations / Notice of Violations	Life of the Structure or Activity, or Minimum 5 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	California Fire Code requires Life of the Structure or Activity, or minimum 5 years whichever is longer for Approvals, Inspections, Fires, Modification / Alternative Methods or Materials; CFC §§104.7 - 104.7.4 , GC §34090
Fire / Fire Marshal and Fire Prevention	FR-019	Fire Investigations - **Arson and Capital Crimes Only**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Capital Crimes have no statute of limitations); CFC §§104.7 - 104.7.4 ; GC §34090 et seq.
Fire / Fire Marshal and Fire Prevention	FR-020	Fire Investigations - **OTHER Than** Arson and Capital Crimes Only	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	California Fire Code requires 5 3 years; CFC §§104.7 - 104.7.4 , GC §34090 et seq.
Building OR Fire / Fire Marshal and Fire Prevention	FR-021	Plans: Fire Sprinkler, Fire Safety Plans / Fire Construction Documents (Final, Approved by the Fire Department Only)	Life of the Structure or Activity, or Minimum 5 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required to be retained for Completion + 180 days; CFC §106.4; GC §34090 et seq

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RECORDS RETENTION SCHEDULE - FIRE
(Admin, EMS, Fire Marshal / Fire Prevention, Operations / Suppression, Training

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Fire / Fire Marshal and Fire Prevention	FR-022	Pre-plan Sheets	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090 et seq.
Building	FR-023	Record Drawings ("As-Builts") and CAD drawings of buildings	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090.7
FIRE / OPERATIONS / SUPPRESSION								
Fire / Operations	FR-024	Apparatus and Equipment Records and Testing	Disposal + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to be in compliance with NFPA Standards for in-service automotive fire apparatus ; NFPA 1911.4.7.3 and Annex C.5; GC §34090
Fire / Operations	FR-025	Station Log Books / Station Journals (Incidents - kept at Fire Stations)	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §34090
Lead Dept.	FR-026	Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
FIRE / TRAINING								
Fire / Training	FR-027	Employee Training **Database** / Log (Target Solutions / Vector Solutions)	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090 et seq.
Human Resources	FR-028	Employee Training **File** (Includes Certificates not sent to Human Resources)	Upon Separation		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies - Human Resources retains originals, GC §34090.7

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HUMAN RESOURCES								
Human Resources	HR-001	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage) and Transmittal Form)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Human Resources	HR-002	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 4 years after personnel actions; 29 CFR 1627.3(b)(2); 29 USC 1027; 28 CCR 1300.85.1; GC §34090
Human Resources	HR-003	California Civil Rights Department (CRD) / Department of Fair Employment and Housing (DFEH or EEOC) Claims / Harassment Claims	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	HR-004	Classification / Reorganization Studies (for employee classifications and department structures)	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 34090

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Human Resources	HR-005	Compensation Surveys and Studies	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090
Human Resources	HR-006	Contracts for Investigators (Employees Only)	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Human Resources	HR-007	DMV Pull Notices	When Superseded or Upon Separation		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Human Resources	HR-008	EDD Claims and Forms (Employment Development Department) / Unemployment Claims	Close + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; GC §34090
Human Resources	HR-009	Employee Investigations	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 and 1627.3(b)(1), GC §§12946, 12960, 34090;
Human Resources	HR-010	Ethics Training Certificates / Harassment Prevention Training Certificates for Employees	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§ 3105, 12946, 12960, 34090, 53235.2(b)

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Human Resources	HR-011	Grievances	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 and 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Human Resources	HR-012	I-9s	Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090
Human Resources	HR-013	Job Descriptions / Job Classification / Job Specifications	Minimum Superseded + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; State Law requires 4 years from any Personnel Action; 29 CFR 1602.31 and 1627.3(b)(1), GC §§12946, 12960, 34090;
Human Resources	HR-014	Labor Relations / Negotiation Notes	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.

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***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Human Resources	HR-015	Litigation - Employee Related	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 and 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Human Resources	HR-018	Personnel Files - **Employee File / Official Personnel File: ALL Employees** Includes Application, Backgrounds, Discipline, Evaluations, Policy Acknowledgements, Employee's Oath of Office / Oath for Disaster Worker for employees, Council and Boards and Commissions, Harassment Prevention Training Certificates for employees, Council and Boards and Commissions, PAF / Personnel Action Forms, W-4s, etc.)	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 and 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53235.2(b), 53237.2(b), LC 1198.5
Human Resources	HR-019	Personnel Files - **Medical File: ALL Employees** Medical Records including Pre-Employment Medical Clearance; ADA Accommodations, Fit for Duty, Respiratory Fit Tests, etc.	Separation + 30 years; OR Termination of Benefits + 5 years (whichever is longer)	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Medical Files for all employees are required to be maintained at least the duration of employment plus thirty (30) years; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090

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Human Resources	HR-020	Recruitment and Testing File / On-Line Recruitment Database Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis and statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc.	Hiring Decision + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	HR-021	Safety Committee / Safety Steering Committee	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Human Resources	HR-022	Safety Investigations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §34090 et seq.; LC §6429c
Human Resources	HR-023	Volunteer / Docent / Unpaid Intern Applications and Agreements (includes emergency contact information) - **Successful** Applicants	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 and 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§, 12960, 34090
Human Resources	HR-024	Volunteer / Docent / Unpaid Intern Applications and Agreements - **Unsuccessful** or Pending Applicants	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 and 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§, 12960, 34090
Human Resources	HR-026	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, Training, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	LC §6401.9(f), GC §34090

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RECORDS RETENTION SCHEDULE: PARKS AND RECREATION

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PARKS AND RECREATION								
Parks & Recreation	P&R-001	Recreation Registration **Database** (CivicRec)	Indefinite - Minimum 2 years	Yes: Until Class Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	data is interrelated; GC §34090
City Attorney / Risk Management	P&R-002	Accident / Incident Reports - Members of the Public injured on City property	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Risk Management retains originals; GC §34090.7
Parks & Recreation	P&R-003	Activity Guides (Recreation Classes / Programs)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	P&R-004	Arts, Culture, and Tourism Commission - **AGENDAS and STAFF REPORTS**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk retains originals; GC §34090.7
City Clerk	P&R-005	Recordings, Audio - **AUDIO RECORDINGS:** Arts, Culture, and Tourism Commission -	Copies - When No Longer Required		(Mag)			City Clerk retains originals; GC §34090.7
City Clerk	P&R-005.5	Recordings, Video - **VIDEO RECORDINGS:** Arts, Culture, and Tourism Commission -	Copies - When No Longer Required		(Mag)			City Clerk retains originals; GC §34090.7
City Clerk	P&R-006	Arts, Culture, and Tourism Commission - **MINUTES**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk retains originals; GC §34090.7
Parks & Recreation	P&R-007	Events - Fourth of July, etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Parks & Recreation	P&R-008	Facility Use Agreements, Facility Use Requests / Applications, Equipment Applications, Rental Agreements, Park Use Permits, Alcoholic Beverage Applications if applicable, Insurance Certificates	Expiration + 2 years	Yes: Until Event Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	P&R-009	Parks and Recreation Commission - **AGENDAS and STAFF REPORTS**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk retains originals; GC §34090.7
City Clerk	P&R-010	Recordings, Audio - AUDIO RECORDINGS: Parks and Recreation Commission -	Copies - When No Longer Required		(Mag)			City Clerk retains originals; GC §34090.7
City Clerk	P&R-010.5	Recordings, Video - VIDEO RECORDINGS: Parks and Recreation Commission -	Copies - When No Longer Required		(Mag)			City Clerk retains originals; GC §34090.7
City Clerk	P&R-011	Parks and Recreation Commission - **MINUTES**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk retains originals; GC §34090.7
Parks & Recreation	P&R-012	Playground Equipment Inspections and Maintenance	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
Parks & Recreation	P&R-013	Programs / Special Events (Talent Shows, Halloween, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks & Recreation	P&R-014	Snow Removal - City-owned Sidewalks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et. seq.

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Parks & Recreation	P&R-015	Registration / Fee and Charge / Liability Forms / Release of Liability Forms / Permissions / Sign-in Sheets / Waivers, etc.: **Sports Programs, Adult Programs, Camps, Field Trips, Recreation Classes, Authorization to give Medicine, etc.**	2 years	Yes: Until Class Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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RECORDS RETENTION SCHEDULE: POLICE

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
POLICE ADMINISTRATION / OFFICE OF THE CHIEF OF POLICE								
Police / Admin.	PD-001	Background Files - **Successful Employee Applicants & Volunteers** (Employees, including Reserves)	Separation + 4 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State Law & POST requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; ; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946, 12960, 34090; 29 USC 1113
Police / Admin.	PD-002	Background Files - **Unsuccessful Employee Applicants & Volunteers** (Employees, including Reserves)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946,12960, 34090
Police / Admin.	PD-003	Backgrounds for City's Permits / Regulatory Permits / Permits required by the Municipal Code (Massage, Taxi, etc.)	Expiration of Permit + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin.	PD-004	Billing: False Alarm Software Database	Indefinite - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (data is inter-related); GC § 34090 et seq.
Police / Admin.	PD-005	Complaints against Peace Officers - Internal Affairs Investigations **WITH Sustained Finding of Misconduct**	Final Disposition + 15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	PC §§832.5(b), 832.7; GC§ 34090
Police / Admin.	PD-006	Complaints against Peace Officers - Internal Affairs Investigations **WITHOUT Sustained Finding of Misconduct**	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with Lexipol Policy; State requires for at least 5 years for complaints by members of the public; other State & Federal laws require retention until final disposition of formal complaint; State requires 4 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946,12960, 34090, PC §§801.5, 803(c), 832.5, 832.7, VC §2547

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Admin.	PD-007	Emergency Operations Plan (includes Office of Emergency Management & Homeland Security)	When Superseded	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin.	PD-008	Livescan Application Forms and Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin.	PD-009	Overtime Slips / Payback Slips	Minimum 6 months		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts (the time card is the final record); GC § 34090 et seq.
Police / Admin.	PD-010	Permits and Backgrounds regarding Cannabis, VHR / STR (Vacation Home Rental / Short Term Rental)	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin.	PD-011	Policies & Procedures / Lexipol / Operation Directives / General Orders (Department Policies and Procedures)	Minimum Superseded + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin.	PD-012	Press Releases - Police Only	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin.	PD-013	Reports and Studies - Police Department	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin.	PD-014	Reports to State or Federal Agencies, including Report to POST Commission of peace officer employment, compliant, finding, disposition, or judgement pursuant to §PC 13510.9, etc. Report of data regarding the number, type, or disposition of complaints made against its officers	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin.	PD-015	Reviews Not as a result of a complaint (Routine Reviews) - **No Employment Action**: On-Duty Traffic Accidents, Use of Force, Vehicle Pursuits	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§12946, 12960, 34090

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Police / Admin.	PD-016	Reviews Not as a result of a complaint (Routine Reviews) -**WITH an Employment Action**: On-Duty Traffic Accidents, Use of Force, Vehicle Pursuits	Final Disposition + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State requires 4 years if any personnel action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; GC §§12946,12960, 34090
POLICE ADMINISTRATION / TRAINING								
Police / Professional Standards & Training	PD-017	Training - **Department Training Records - COURSE RECORDS** (Attendance Rosters or Sign-in Sheets, Outlines and Materials; Includes Use of Force training, safety training, etc.	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Rosters are sent to POST; OSHA requires safety training 5 years; State Law requires 4 years for any employment action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 8 CCR §3203 et seq., 29 CFR 1602.31 ; LC §6429(c); GC §§12946,12960, 34090, 53235.2(b)
Police / Professional Standards & Training	PD-018	Training - **Department Training Records - EMPLOYEE FILE** Training Certificates / Training Records	Separation + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Not OSHA required training; State Law requires 4 years for any employment action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; years; 8 CCR §3203 et seq., 29 CFR 1602.31 ; LC §6429(c); GC §§12946,12960, 34090, 53235.2(b)
Police / Professional Standards & Training	PD-019	Weapons Inventory: Department-owned weapons, personal weapons, alternate weapons, secondary handguns, etc.	After Destruction or Transfer of Title		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
POLICE OPERATIONS (Patrol, Traffic, DARE, SWAT, School Resource Officers, etc.)								
Police / Operations	PD-020	Canine (Police Service Dogs) Program Files: **Service Animal Files**	Separation + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Operations	PD-021	Community Relations Programs / Community Outreach / Youth & School Programs / Citizen Patrol / Events, etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Operations	PD-022	Ops Plans (Fourth of July, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Operations	PD-023	PAS Device Calibration Logs - NOT booked into Evidence	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	If segment is evidence, that segment follows retention for evidence; GC §34090 et seq.
Police / Operations	PD-024	Patrol Schedules	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business; GC §34090 et seq.
Police / Operations	PD-025	Recordings: Automated License Plate Readers (ALPR) - NOT booked into evidence or attached to a case	When No Longer Required		Mag			If segment is evidence, that segment follows retention for evidence; Does not record regular and ongoing operations; GC §34090.6 et seq, CC §1798.90.53(b)(2)(G);
Police / Operations	PD-026	Recordings: Drone (Unmanned Aerial Vehicle) - NOT booked into evidence or attached to a case	When No Longer Required		Mag			If segment is evidence, that segment follows retention for evidence; Does not record regular and ongoing operations; GC §34090.6 et seq,
Police / Operations	PD-027	Recordings: Video Recordings - **Regular Ongoing Operations of the City or Building Security**	1 year		Mag			1 year is required when video recording regular ongoing operations of the City or building security; GC §34090.6(a)
Police / Operations	PD-028	Recordings: Video Recordings - **Public Areas (NOT Regular Ongoing Operations of the City or Building Security)**	When No Longer Required		Mag			Does not record regular ongoing operations of the City; GC §34090.6(a)
Police / Operations	PD-029	Recordings: Video / Video Recordings- **Parking Lots** - NOT booked into evidence or attached to a case	1 year		Mag			If segment is evidence, that segment follows retention for evidence; Department preference; Does not record regular and ongoing operations; GC §34090.6 et seq,
Police / Operations	PD-030	Ride-A-Long Waiver Form	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Operations	PD-031	Speedometer Calibration Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Operations	PD-032	Traffic Control: Radar Calibration Records	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Operations	PD-033	Traffic Control: Radar Trailer Surveys	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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POLICE SUPPORT / COMMUNICATIONS / CAD / DISPATCH								
Police / Support / Communi-cations	PD-034	Recordings: Audio - **(CAD/RMS)** Recordings of **Radio** Communications Dispatch Tapes (CAD) / 911 Recordings - NOT booked into evidence or attached to a case	1 year		Mag			If segment is evidence, that segment follows retention for evidence; As of 2025, 911 recordings for domestic violence and other specified crimes - if any - are required to be provided to a victim or representative for 5 years, but a 5 year retention is not mandated. Commission on State Mandates has not determined if this requirement is an unfunded state mandate; GC §§34090, 34090.6
POLICE SUPPORT / EVIDENCE AND PROPERTY								
Police / Support / Evidence & Property	PD-035	Property & Evidence **Database** (SunRidge)	Indefinite - Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (data is interrelated); GC §34090
Police / Support / Evidence & Property	PD-036	Access Control to Evidence Facilities, including authorizations for access.	Indefinite - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (data is interrelated); GC §34090
Police / Support / Evidence & Property	PD-037	Crime Report Photos	Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support / Evidence & Property	PD-038	Gun and Narcotics Destruction Log (Documents related to)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support / Evidence & Property	PD-039	Property & Evidence **Logs** / Destruction Authorizations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Support / Evidence & Property	PD-040	Recordings: **Body-Worn Cameras** – **Accidental Recordings Reviewed and Approved for Deletion** (Non-evidentiary)	After Approval		Mag,			Department preference; consistent with Lexipol policies (review, supervisory authorization, and documentation required); PC§ 832.18 et seq. GC §34090.6 et seq.
Police / Support / Evidence & Property	PD-041	Recordings: **Body-Worn Cameras** – **LOGS of Access or Deletion of Data**	P		Mag,			PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Police / Support / Evidence & Property	PD-042	Recordings: **Body-Worn Cameras** - that **ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints**	Follows retention for Evidence, **Minimum 2 years**		Mag,			PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Support / Evidence & Property	PD-043	Recordings: **Body-Worn Cameras** - that are **NOT evidence (Nonevidentiary Data)**	2 years		Mag,			Department preference (law recommends 60 days); PC§ 832.18(b)(5)(A); GC §34090.6 et seq.
Police / Support / Evidence & Property	PD-044	Safekeeping: Lost & Found Property (Documents related to)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
POLICE SUPPORT / INVESTIGATIONS								
State of California / ABC	PD-045	Alcoholic Beverage Control Licenses / Permits / ABC Permit Applications	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not a City record

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Police / Support / Investigations	PD-046	Criminal Intelligence Files	Last Entry + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
Police / Support / Investigations	PD-047	Informant Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Informant information; Does not contain criminal intelligence information concerning individuals; Department preference; GC §34090
POLICE SUPPORT / RECORDS								
Police / Support / Records	PD-048	RMS **Database** (SunRidge)	Indefinite - Follows the Retention of the Crime Report	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
Police / Support / Records	PD-049	Citations / Notice of Violations / Citation **Database** (Parking, Traffic, Marijuana / Cannabis), Animal, Code Enforcement, Administrative Citations (Includes requests for dismissals, cancellations, and appeals.	2 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	GC §34090 et seq.
Police / Support / Records	PD-050	CRIME REPORTS / INCIDENT REPORTS: **Lost or Stolen Firearms** entered into CLETS (if not Permanent Retention)	Until Found or Recovered	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference to facilitate Three Strikes law and ease of document imaging administration; PC§ 11108.2(b); GC §34090

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Police / Support / Records	PD-051	CRIME REPORTS / INCIDENT REPORTS: ALL Capital Crimes, Homicide, Child Abuse (substantiated), Elder Abuse (substantiated), & Sexual Assault (Rape), Arson (Suspected or Undetermined)	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799; 803(h), 11169 et seq.; 11170(a)(3); WIC 707(b)
Police / Support / Records	PD-052	CRIME REPORTS / INCIDENT REPORTS: Child Abuse or Neglect Investigation Reports - **Unsubstantiated or Inconclusive**	No Further Report on Suspected Abuser + 10 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC §§11169(i)
Police / Support / Records	PD-053	CRIME REPORTS / INCIDENT REPORTS: **Except those specifically mentioned in the schedule - FELONIES**	7 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
Police / Support / Records	PD-054	CRIME REPORTS / INCIDENT REPORTS: **Except those specifically mentioned in the schedule - INCIDENT REPORTS AND MISDEMEANORS**	3 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.

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Police / Support / Records	PD-055	CRIME REPORTS / INCIDENT REPORTS: **Factually Innocent Petition Accepted Records** Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Police / Support / Records	PD-056	CRIME REPORTS / INCIDENT REPORTS: **Misdemeanor or Infraction - Adult Marijuana / Cannabis** - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (If No Conviction) + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); GC §§68152(c)(8); H&S §11361.5
Police / Support / Records	PD-057	CRIME REPORTS / INCIDENT REPORTS: **Misdemeanor or Infraction - Juvenile Marijuana / Cannabis** - H&S §11357(~~E~~) - Except those with outstanding stolen property, including firearms, or lost firearms	2 years or Juvenile 18 years old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	If no subsequent conviction ("Shall" Destroy); H&S §11361.5
Police / Support / Records	PD-058	CRIME REPORTS / INCIDENT REPORTS: **Misdemeanor or Infraction Marijuana / Cannabis** §11357(d~~e~~) - **Juvenile on School Grounds during School Hours** (with procedure in H&S §11361.5)	Offender is 18 Years Old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)

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Police / Support / Records	PD-059	CRIME REPORTS / INCIDENT REPORTS: **Missing Persons**	P (If Returned, Follows the Retention for the Crime Report)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support / Records	PD-060	CRIME REPORTS / INCIDENT REPORTS: Vacatur Relief Granted by Court - **Victim of Human Trafficking, or Victim of Intimate Partner Violence or Sexual Violence (Nonviolent Crimes)**	Court Order + 1 year		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)
Police / Support / Records	PD-061	CRIME REPORTS / SEALED RECORDS: **Sealed Juvenile** Cases - **Childhood Sexual Assault After** January 1, 2024	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090
Police / Support / Records	PD-062	CRIME REPORTS / SEALED RECORDS: **Sealed Juvenile** Cases - **Childhood Sexual Assault Before** January 1, 2024	Age of Majority + 22 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090
Police / Support / Records	PD-063	CRIME REPORTS / SEALED RECORDS: **Sealed Juvenile** Cases **Except** Sealed Childhood Sexual Assault	Per Court Order (Subject 26 years old / Sealing Date + 5 years)	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	W&I §§389(a), 781(d), GC §34090;
State of California / Department of Justice	PD-064	Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)	When No Longer Required		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Entered Directly into DOJ's portal (a State record)

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State of California / Department of Justice	PD-065	Department of Justice Validation Lists	When No Longer Required		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Entered Directly into DOJ's portal (a State record)
Police / Support / Records	PD-066	Local Criminal History Checks	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	These are copies / printouts from the RMS database; GC §34090 et seq.
Police / Support / Records	PD-067	Pawn Slips / Secondhand Dealer Transaction Records	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk and Police / Support / Records	PD-068	Public Records Requests / Subpoenas Duces Tecum / Summons - Police only	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support / Records	PD-069	Registrants: Arson Registrations: **Adults**	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from DOJJ, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Support / Records	PD-070	Registrants: Arson Registrations: **Juveniles** released from Division of Juvenile Justice	Age 25 or Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Support / Records	PD-071	Registrants: Gang **Adults**	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a)); GC §34090
Police / Support / Records	PD-072	Registrants: Gang **Adults- Shared Gang Databases & Written Attestations**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	11 CCR 773.8; 11 CCR 774.7 GC §34090
Police / Support / Records	PD-073	Registrants: Gang **Juveniles**	3 years, or Sealing Date + 5 years, or Court Order		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a)); Records are destroyed pursuant to W&I §781;GC §34090

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Police / Support / Records	PD-074	Registrants: Gang **Juveniles** - **Shared Gang Databases & Written Attestations**	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	11 CCR 774; 11 CCR 774.7 GC §34090
Police / Support / Records	PD-075	Registrants: Narcotics	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support / Records	PD-076	Registrants: Sex Offender Registrations: **Adults**	100 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Support / Records	PD-077	Registrants: Sex Offender Registrations: **Juveniles**	Sealing Date + 5 years (or Court Order) or 100 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Support / Records	PD-078	STOP Source Data, Audit Log / Racial and Identity Profiling Act (RIPA) Annual Report	3 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	11 CCR 999.228; 11 CCR 999.229; GC §34090
Court or District Attorney	PD-079	Subpoenas - Criminal	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; Court or District Attorney records; GC §34090 et seq.

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PUBLIC WORKS / AIRPORT								
Public Works / Airport	PW-001	Aircraft Accident / Incident Reports: Aircraft (sent to FAA)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Airport	PW-002	Airport Noise Measurements, yearly day-night average sound levels	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 14 CFR 150 et seq.; GC §34090
Public Works / Airport	PW-003	Key Log / Access Control	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	FAA requires 180 days ; FAA Security Directive SD1542-04-08E GC §34090
Public Works / Airport	PW-004	Airport State License (Safety Inspections)	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	PW-005	Airport Tenant Agreements and Insurance Certificates	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk is Office of Record; GC §34090.7
Public Works / Airport	PW-006	CalTrans Aeronautics Inspections / Runway Inspections (Annual - Includes letters of corrections and citations)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (3 years is required); Caltrans STD.73 Approval #2023-066; GC §34090 et seq.
Public Works / Airport	PW-007	Citations / Lease Enforcement Actions / Rules and Regulations Enforcement / Notices of Violations (includes written noise and safety complaints)	Resolution + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Public Works / Airport	PW-008	Emergency Operations Plan / Disaster Recovery Plan / Earthquake Information, Airport Certification Manual, Airport Emergency Plan	Until Superseded	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Most are non-records; GC §34090
Public Works / Airport	PW-009	Employee Training File - All Course Records (except for medically related) (Attendance Rosters, Outlines and Materials, SOP's and Checklists)	Separation + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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Public Works / Airport	PW-010	**FAA Inspections / Reports / FAA Forms:** Daily Inspection Logs and Maintenance Work Orders; Meter Reading and Adjustments, Facility Maintenance Logs, Radio Equipment Operation Records, NavAid and AWOS Error Data, Certification and Inspections; NOTAMS , Technical Performance Records	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Regulations are written to imply Permanent retention; 14 CFR 171.13, 171.33, 171.53, 163, 14 CFR 171.13; GC §34090
Public Works / Airport	PW-011	Oil / Water Separator (Concrete)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with stormwater / NPDES requirements; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Public Works / Airport	PW-012	Permits: Use Permits, Short-Term Use Permits, Short-Term Rentals	Termination + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Public Works / Airport	PW-013	Stormwater: Chain of Custody, Guidance Information, Lab Reports **- Airport Only**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Code of Federal Regulations requires 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Public Works / Airport	PW-014	Stormwater: Industrial Notices / Code Enforcement / Notice to Cure / Violations / Spill Response **- Airport Only**	Resolution + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Code of Federal Regulations requires 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Public Works / Airport	PW-015	Stormwater: NPDES Permit (Stormwater Discharge Permit) **- Airport Only**	Expiration + 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Code of Federal Regulations requires 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
PUBLIC WORKS / CIVIL ENGINEERING AND CAPITAL IMPROVEMENTS								
Public Works / Civil Engineering	PW-016	Aerial Photographs (Historical)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Public Works / Civil Engineering	PW-017	Assessment Districts / Community Facilities Districts / Landscaping Districts / Street Lighting Districts / Special Districts **Formation, Engineers Reports**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Civil Engineering	PW-018	Benchmarks	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Civil Engineering	PW-019	Bonds: Labor and Materials, Performance Bonds, Letters of Credit, Monitoring Bonds	Release of Bond / Letter of Credit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Security; GC §34090
Public Works / Civil Engineering	PW-020	Capital Improvement Projects (CIP): **MAINTENANCE-ONLY PROJECTS (Painting, Pavement Resurfacing, Potholing, Signal Synchronization, Slip Lining, Slurry Seal, Re-Roof, etc. - No change in Infrastructure Configuration)** All Final Records (Plans, RFP / Specifications and Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - meets municipal government auditing standards; Statute of Limitations for Errors and Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts and Spec's=4 years, CCP §337 et. seq., GC §34090

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Public Works / Civil Engineering	PW-021	Capital Improvement Projects (CIP): **Administration File** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas and Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs , Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors and Omissions is 10 years; Statute of Limitations: Contracts and Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Public Works / Civil Engineering	PW-022	Capital Improvement Projects (CIP): **Permanent File** Plans, RFP / Specifications and Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Civil Engineering	PW-023	Design and Construction Standards - Authored by the City for Construction of City Infrastructure (CIP or Land Development)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Civil Engineering	PW-024	Drawings, Maps, and Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Drafts should be destroyed; GC §34090

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Public Works / Civil Engineering	PW-025	Encroachment Permits: **Temporary Permits** (Excavation, Street Permits, Temporary Construction, Sidewalk Repairs, Special Event Permits, Stormwater Plans, Street Cuts, Tree Removal Traffic Control, Transportation Permits, Utility Cuts (Installation and Patching), etc.) Includes Insurance Certificates	Expiration + 2 years	Yes: Until Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090
Public Works / Civil Engineering	PW-026	Encroachment Permits / License Agreements: **Permanent** (Structures in the City's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	P	Yes: Until Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Civil Engineering	PW-027	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA **- Where Engineering is the Lead** **Correspondence and staff notes** that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Public Works / Civil Engineering	PW-028	Grading Permits	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Civil Engineering	PW-029	Land Development / Private Development: **Administrative Records** Construction Inspections, Photos, Progress Meetings, Project Schedules, etc.	Completion + 10 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations is 4 years; 10 years for Errors and Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090

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Public Works / Civil Engineering	PW-030	Land Development / Private Development: **Permanent Records** Abandonments, Certificate of Acceptance / Approval (copy), Dedications, Deeds (copies) Drainage, Driveway, Easements (copies), Geotechnical and Soil Reports / Hydrology Reports, Private Lab Verifications, Testing Lab Final Reports, Rights of Way (copies), Studies, Reports, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
City Clerk	PW-031	Recorded Documents / Real Property: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk retains originals; GC §34090.7
Public Works / Civil Engineering	PW-032	Stormwater Illicit Discharges	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for a minimum of 3 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090
Public Works / Civil Engineering	PW-033	Stormwater: NPDES Annual Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090
Public Works / Civil Engineering	PW-034	Stormwater: NPDES Permits	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090
Public Works / Civil Engineering	PW-035	Subdivision Maps / Parcel Maps	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Civil Engineering	PW-036	Surveys, Record of Survey	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Public Works / Civil Engineering	PW-037	Traffic Calming Requests (Speed Humps, Red Curbs, Stop Signs, etc.)	Minimum 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police or Sheriff	PW-038	Traffic Collision Reports / SWTRS	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	copies; GC §34090.7
Public Works / Civil Engineering	PW-039	Traffic Counts / Traffic Studies	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	PW-040	Traffic Speed Surveys (certified by City Council Resolution)	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Presented to the City Council in the Council Agenda Packet; GC §34090.7
Public Works / Civil Engineering	PW-041	Traffic Stop Sign Warrants	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Civil Engineering	PW-042	Transportation Plans / Master Plans	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
PUBLIC WORKS / MAINTENANCE AND OPERATIONS / FLEET MAINTENANCE								
Public Works / Lead Div.	PW-043	APCD Permits - for Generators, etc.	Issue Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 70.6; GC §34090
Public Works / M and O / Fleet Maint.	PW-044	Fleet - Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	13 CCR 1234(e),VC 34505.5(c); 49 CFR 396.11; GC §34090
Public Works / M and O / Fleet Maint.	PW-045	Fleet - Tire Disposal / Waste Manifests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	14 CCR 18459.3; GC §34090

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Public Works / M and O / Fleet Maint.	PW-046	Fleet - Used Oil Disposal Manifests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR 66266.130(c)(5), H and S §25250.18(b), 25250.19(a)(3) et seq.
Public Works / M and O / Fleet Maint.	PW-047	Fleet - Vehicle and Equipment History Files Maintenance, Brakes, Smog Certificates, etc.	Disposal of Vehicle or Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
Public Works / M and O / Fleet Maint.	PW-048	Generator Operation Logs and Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	APCD Rule 1470; Form 400–E–13a instructions; GC §34090
Public Works / M and O / Fleet Maint.	PW-049	Inspections or Audits by the CHP (Fleet)	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Public Works / Lead Div.	PW-050	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Lead Div.	PW-051	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where and when it was used)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where and when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090

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Division Providing Service / Work	PW-052	Work Orders / Service Requests / Service Orders - **CRM / CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
Division Providing Service / Work	PW-053	Work Orders / Service Requests / Service Orders - **All Information Entered in CRM / CMMS Database** (Paper drafts)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-054	Work Orders / Service Requests / Service Orders - **NOT entered in CRM / CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
PUBLIC WORKS / MAINTENANCE AND OPERATIONS / STREETS AND FACILITIES								
Public Works / M and O / Streets and Facilities Maint.	PW-055	Daily Itinerary / Schedule / Log Book (work performed)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Lead Div.	PW-056	Operations and Maintenance Manuals (O and M Manuals)	Life of Facility or Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Public Works / Lead Div.	PW-057	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Lead Div.	PW-058	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where and when it was used)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where and when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Public Works / M and O / Streets and Facilities Maint.	PW-059	Sand Sheets / Sander Log Sheets (where and when roads were sanded)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / M and O / Streets and Facilities Maint.	PW-060	Tree Maintenance, Trimming, **DATABASE**	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Airport, Civil Engineering Capital Improvements, Maintenance Operations,)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / M and O / Streets and Facilities Maint.	PW-061	Tree Arborists Reports (ALL City-owned trees)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / M and O / Streets and Facilities Maint.	PW-062	Underground Service Alerts (USA's) / Dig Alerts	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; entered into DigAlert Software the Excavator, Operator and Regional Notification Center has the obligation to retain the notice for 3 years; GC §§4216.2(f); GC §34090
Division Providing Service / Work	PW-063	Work Orders / Service Requests / Service Orders - **CRM / CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
Division Providing Service / Work	PW-064	Work Orders / Service Requests / Service Orders - **All Information Entered in CRM / CMMS Database** (Paper drafts)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-065	Work Orders / Service Requests / Service Orders - **NOT entered in CRM / CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090

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Electronic Records Destruction Authorization Form

Name:_____
Department:_____
OneDrive File Location (Insert):

Inventory:

Retention Number	Record(s) Description	Total Retention	Date/Date Range of Record(s)

Acknowledgement/Approvals
Department Head:_____
City Clerk:_____
City Attorney:_____

Certification: I certify that the records listed on the inventory list have been destroyed in accordance with the City's Records Retention policies.

IT Manager:_____ Date Destroyed:_____

Tangible Records Destruction Authorization Form

Name:_____
Department:_____

Inventory:

Retention Number	Record(s) Description	Total Retention	Date/Date Range of Record(s)	Shredding Required Y/N	Will an "electronic original" replace the tangible record? Y/N

Acknowledgement/Approvals
Department Head:_____
City Clerk:_____
City Attorney:_____

Certification: I certify that the records listed on the inventory list have been destroyed in accordance with the City's Records Retention policies.

Name:_____Signature:_____Date Destroyed:_____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:5

Agenda Item: Annual Arts, Culture, & Tourism Commission, and Parks & Recreation Commission Reports

Executive Summary: Staff is providing annual reports for the Arts Culture, and Tourism Commission and Parks & Recreation Commission.

Requested Action / Suggested Motions: Receive and File.

Responsible Staff Member: John Stark, Director of Parks & Recreation

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

Attachments:

01-Staff Report Parks & Recreation Commission.docx
02-Staff Report Arts, Culture & Tourism Annual Report.docx

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

Meeting Date: November 4, 2025

Title: Annual Parks & Recreation Commission Report

Location: Citywide

Responsible Staff Member: John Stark, Director of Parks and Recreation (530) 307-9145

Background: City Council Resolution No. 2019-088 requires the Parks & Recreation Commission to report their activities to the City Council annually.

Issue and Discussion: The Parks & Recreation Commission Annual Report provides a summary of the items considered by the commission during the reporting period and is submitted to the City Council for acceptance. This report details the activities for 2025. Members of the commission are Jerry Bindel, David Gregorich, Amelia Richmond, Margie Kovarik-Maxhimer, Trudi Morgan, Peter Fink and Nicole Ramirez Thomas.

- New Multigenerational Recreation & Aquatics Center is on track to open Spring 2026.
- The Aquatics Program is fully staffed with lifeguards and instructors, and swim lessons are offered year-round.
- The Third Grade Swim Program returned in partnership with LTUSD with 191 students participating over 12 weeks.
- Carmen Brashier hired as Aquatics Supervisor and Owen White as Head Lifeguard.
- Emily Abernathy's position was reclassified to Special Events & Marketing Coordinator.
- Published SLT At Play, the Department's program guide twice annually to increase the marketing of programs, events and services offered. Daily social media posts and monthly newsletters scheduled to market offerings. Department website design updated.
- Recreation Programs and partner programs delivered include: Mini Mountain Movers, Storytime with a Mermaid, Accessible Yoga, Kiddo Yoga, Vinyasa Yoga, Line Dancing, Silver Striders Walking Club, Improv Classes, Singing Lessons, Youth Basketball League, NFL Flag Football, Sierra Spirit, Junior Giants, First Tee Golf Lessons, Adult Cornhole League, Adult Volleyball League, Lake Tahoe Soccer League, Ukulele Club, Jazzercise, Zumba, Aqua Zumba, Float Fit, Personal Fitness Training with Kyler, Tiny Tots Sports, Crochet It, Masters Swim, Water Exercise, Craftspace and Aikido.
- Special events: 4th of July Parade, Parks Make Life Better Month, Live at Lakeview, History Talks on the Beach, Multicultural Celebration, Pumpkin Patch Splash, Boo Bash, Easter Egg Splash & Dash, Festival of Winter Lights & Lake Tahoe Gingerbread House Competition & Crawl.
- Facility rentals for Bijou Park, Regan Beach West and the Recreation & Swim Complex.

- Draft User Fee Study to establish new fees for the Multigenerational Recreation & Aquatics Center.
- New state-of-the-art street style skate park opened at Bijou Park.
- Completion of landscaping transformation at Police Department.
- Turf elimination landscaping projects at Park & Pine and Ski Run Blvd.
- Maintained 180 acres of parkland & 14 miles of trail.
- Responsible for forestry projects citywide on city-owned properties.
- Maintained and operated Bijou Golf Course, Campground by the Lake and El Dorado Boat Ramp during the 2025 summer season.
- Installation of mobi-mats to improve accessibility at Conolley Beach.
- Lakeview Commons art installation by Terrie Bennett.
- SB 630 Grant recipient of $500,000 towards planning and environmental documents for Regan Beach improvements.
- South Tahoe Parks Foundation community tile fundraiser sold 152 tiles raising $34,320 for scholarships access for passes and programs for the new Rec Center.
- South Tahoe Parks Foundation naming rights for scoreboards in the gym from Kiwanis Club of Lake Tahoe in memory of Bob Baunhauser for $50,000.
- South Tahoe Parks Foundation donation from American Century Championship of $10,000 to support funding towards batting cages in the new Rec Center.
- Parks & Recreation Department awarded the Boys & Girls Club Community Partner of the Year.

Financial Implications: There are no financial implications.

Environmental Considerations: The submittal of the annual report to the City Council is exempt from environmental review pursuant to CEQA Guidelines Section 15061 (b) (3). The activity is covered by the common-sense exemption that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Policy Implications: Strategic Plan Priority 7.1 Complete the new Recreation and Swim Complex and maintain the current complex in the meantime. Strategic Plan Priority 7.7 Continue to improve access for people of all abilities to all public spaces.

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

Meeting Date: November 4, 2025

Title: Arts, Culture & Tourism Commission Annual Report

Location: Citywide

Responsible Staff Member: John Stark, Director of Parks and Recreation (530) 307-9145

Background: City Council Resolution No. 2019-088 requires the Parks & Recreation Commission to report their activities to the City Council annually.

Issue and Discussion: The Arts, Culture & Tourism Commission (ACT) Annual Report provides a summary of the items considered by the commission during this reporting period and is submitted to the City Council for acceptance. Members of the commission include Aimi Xistra-Rich, David Hamilton, Stacey Ballard, Rachel Carlson, Ayana Morali and Ryn Muat.

- Adoption of 2025 ACT Work Plan
- 3-5 Year Work Plan in Progress
- Adoption of ACT Racial Equity Statement
- Adoption of a Commissioner Onboarding Packet with Policies & Procedures Manual
- Airport Art Installation and Reception – Blair Latos
- Airport Art Installation Forthcoming– Heavenly Mountain Resort 70th Anniversary
- Second year of Microgrants awarded. Four grants totaling $20,000 for performing arts, two murals and a sculpture.
    - Matt Kauffmann Mural
    - Tahoe Art League Brooke Brazil Mural
    - Jessica Levina Bear Metal Welding Sculpture
    - Tahoe Ballet & Performing Arts Foundation Youth Ballet Classes
- Enhancing Existing City Events: Multicultural Festival, 4th of July Parade, Gingerbread House Competition
- Lakeview Commons Public Art Installation – Terrie Bennett
- Washoe Digital Art for the New Recreation Center lobby
- Public Art Maintenance Policy
- Draft AI Art Policy
- Approved Publicly Visible Art Applications for:
    - A Mural at 2540 Lake Tahoe Blvd, Swiss Chalet, APN 031-072-007
    - A Mural at 2588 Lake Tahoe Blvd, Samurai Restaurant, APN 031-072-003
    - Wind Sculptures at 4000 Lake Tahoe Blvd, Village Center, APN 029-442-009
    - Matt Kauffmann Mural 3480 Lake Tahoe Blvd, Beverly Lodge APN 027-350-024, *Pending SB 456*
    - Tahoe Art League Brooke Brazil Mural 1029 Takela Drive, OMNI Yoga Studio, APN 027-364-025, *Pending SB 456*

Financial Implications: There are no financial implications.

Environmental Considerations: The submittal of the annual report to the City Council is exempt from environmental review pursuant to CEQA Guidelines Section 15061 (b) (3). The activity is covered by the common-sense exemption that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Policy Implications: Strategic Plan Priority 4.3 strive to develop 51 events per year in coordination with partners.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:6

Agenda Item: Annual Planning Commission and Airport Land Use Commission Reports

Executive Summary: The Planning Commission is appointed by the City Council to review growth and development in South Lake Tahoe. Projects are brought before the Commission and are evaluated for consistency with the City's General Plan, applicable area plans and development standards. The Planning Commission reports its activities to City Council annually. This report is a compilation of all the items brought before and acted upon by the Planning Commission from October 17, 2024 to September 18, 2025. This report also describes the actions of the Airport Land Use Commission during the same time period.

Requested Action / Suggested Motions: Receive and File.

Responsible Staff Member: Katherine Moore, Assistant Planner

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

Attachments:

01-Staff Report

City of South Lake Tahoe
Report to City Council

Meeting Date: November 4, 2025

Title: Annual Planning Commission and Airport Land Use Commission Report to City Council

Location: Citywide

Responsible Staff Member: Katherine Moore, Assistant Planner

BACKGROUND

The City of South Lake Tahoe Planning Commission is composed of five (5) citizen positions appointed by the City Council. On January 14, 2025, City Council appointed Steven Imhoff, Natalia Wierczorek (reappointed), and Douglas Williams to two-year terms on the Planning Commission. The terms of returning commissioners Julia Lucksinger and Gavin Feiger shall expire in February 2026. At the March 20, 2025 meeting, Natalia Wieczorek was selected by fellow commissioners to serve as Chair, and Julia Lucksinger was selected as Vice Chair. These positions shall be held for one year.

The Planning Commission is the official planning body for the review of future growth and development of the City of South Lake Tahoe pursuant to the roles and responsibilities identified in City Council Resolution 2024-016. Upon making any decision or recommendation, the Commission must find project proposals to be consistent with the policies and standards adopted in the City's General Plan, applicable Area or Community Plan, and City Code.

Members of the Planning Commission, plus two appointed members with aviation experience, make up the Lake Tahoe Airport Land Use Commission (ALUC). The ALUC is responsible for adopting the Airport Land Use Compatibility Plan and reviewing projects in the vicinity of the Lake Tahoe Airport for land use compatibility. On January 14, 2025, City Council appointed Alberto Manfredi and Erick Asbury to two-year terms on the Airport Land Use Commission.

City Council Resolution 2024-016 requires the Planning Commission and Airport Land Use Commission to report their activities to the City Council on an annual basis. The previous report covered the period from October 26, 2023, to September 19, 2024. It was submitted to the Planning Commission on October 17, 2024, and to the City Council on November 5, 2024.

This report covers the period of October 17, 2024, to September 18, 2025.

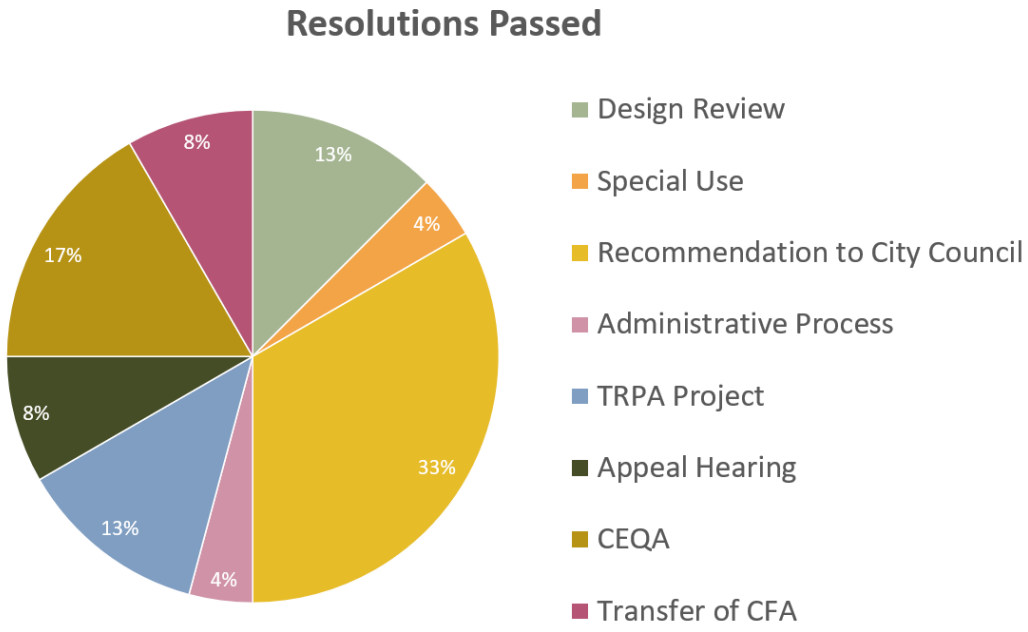
On October 16, 2025, the Planning Commission passed a resolution recommending City Council to accept and file this report.

ISSUE AND DISCUSSION

Since the last report, the Planning Commission has held ten (10) regularly scheduled meetings. The meeting scheduled for January 23, 2025 was cancelled as there were no items to be heard. The meeting scheduled for June 12, 2025 was cancelled due to insufficient public

noticing and a special meeting was rescheduled to June 26, 2025. No meeting was scheduled for July 2025. There were no meetings of the ALUC as none of the projects brought forth required their review.

The Commission passed resolutions for 16 items and held discussions for six items. The breakdown of the resolutions passed by the Planning Commission is as follows.



The following is a list of items heard and acted upon by the Commission at each meeting:

<u>October 17, 2024</u>

Present were Chair Wieczorek, Commissioners Feiger, Howard, Lucksinger, and Realo.

- Passed Resolution 2024-022 recommending City Council adopt the pre-zoning of 30 parcels, amend City Code Title 6, Chapter 6.55, Article II, Section 6.55.120, and amend General Plan Figure LU-1, Land Use Diagram to show the zoning of the parcels to be annexed and expanded Sphere of Influence to include the annexation area, contingent upon approval of the annexation of said properties into the City by El Dorado LAFCO, and making all other findings set forth in the Resolution, including but not limited to those pertaining to the actions' exemption from the California Environmental Quality Act.
- Passed Resolution 2024-023 recommending that the City Council adopt the Draft Employee Housing Ordinance, with the inclusion under section 6.15.730(C)(2) and section 6.30.080(C) to include property management contact information on signage, and (2) make all other findings set forth in the Resolution.
- Passed Resolution 2024-024 accepting the 2023-2024 Annual Planning Commission and Airport Land Use Commission Report, forwarding the report to City Council, and recommending City Council accept and file the report.

November 14, 2024

Present were Chair Wieczorek, Commissioners Feiger, and Lucksinger. Commissioner Realo was present over Zoom. Commissioner Howard was absent.

- Conducted an appeal hearing and passed a motion denying the Hosted Rental Permit HRP-138/13568 appeal.

December 19, 2024

Present were Chair Wieczorek, Commissioners Feiger, Howard, Lucksinger, and Realo.

- Passed Resolution 2024-025 adopting the Planning Commission Regular Meeting Schedule.

January 23, 2025

- The meeting was cancelled due to the lack of items to be heard.

February 20, 2025

Present were Chair Wieczorek, Commissioners Feiger, Lucksinger, and Williams. Commissioner Imhoff was absent.

- City Clerk Blankenship administered the Oath of Office to Commissioners Wieczorek and Williams.
- Passed Resolution 2025-001 recommending City Council receive and file the 2024 General Plan Annual Report, including the Housing Element Implementation Update, and passed Resolution 2025-002 recommending the City Council accept the Surplus Land Inventory.
- Passed Resolution 2025-003 adopting an Addendum to the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the Tahoe Valley Stormwater Improvement and Greenbelt Project (File #18-087).
  * *Commissioner Williams recused himself from this item due to a property interest in the area and left the meeting.*

March 20, 2025

Present were Chair Wieczorek, Commissioners Feiger, Lucksinger, and Imhoff. Commissioner Williams was absent.

- City Clerk Blankenship administered the Oath of Office to new Commissioner Imhoff.
- Passed Motion 2025-003 selecting Commissioner Wieczorek as Chair and Commissioner Lucksinger as Vice Chair for the year 2025.
- Received Planning Commission Orientation Presentation from staff.
- Passed Resolution 2025-004 recommending that City Council adopt an Ordinance Amending Chapter 6.60 of the South Lake Tahoe City Code (Time-Share), Confirming That Fractional Ownerships Are Time-Shares and Making Other Updates.

April 17, 2025

Present were Chair Wieczorek, Commissioners Lucksinger, Feiger, Imhoff, and Williams.

- Passed Resolution 2025-005 finding 1) the proposed project, as conditioned, is consistent with the TRPA Compact, Regional Plan, the TRPA Code of Ordinances, and the Tourist Core Area Plan, 2) approve the required TRPA findings, 3) the proposed project could not have a significant effect on the environment, and a Finding of No Significant Effect (FONSE) shall be prepared in accordance with Rules of Procedure Section 6.6, and 4) approve TRPA Permit #24-173, subject to the standard and special conditions therein.

May 15, 2025

Present were Chair Wieczorek, Commissioners Feiger, Lucksinger, and Imhoff. Commissioner Williams was absent.

- Passed Motion 2025-006 to provide direction to staff regarding the Mid-Town Area Plan, ensuring policy language supports the desired direction for the area and that policies are carried through in development and design standards. Specific instructions include 1) vegetative border between the street and sidewalk, 2) preferential parking at the rear of any structures, 3) prioritize bike boulevards on Palmira Ave on southside of Highway 50, Ponderosa St, Lodi Ave, and Silver Dollar Ave, 4) prioritize the riverwalk concept behind the post office, and 5) multi-use connections and explicit signage for the school zones at the middle school and Bijou school.
  * *Commissioner Imhoff recused himself from this item due to a property interest in the area and left the meeting.*
- Passed Resolution 2025-006 recommending the City Council confirm the Final Delinquent Fees Report and direct the Finance Department to send a certified copy of the report to the El Dorado County Auditor-Controller to add the delinquent amounts to the county property tax rolls for collection.

June 26, 2025 (June 12, 2025 was cancelled due to insufficient public noticing, and a special meeting was postponed to this date)

Present were Chair Wieczorek, Commissioners Lucksinger, Imhoff, and Williams. Commissioner Feiger was absent.

- Passed Resolution 2025-007 1) finding the project is categorically exempt from CEQA pursuant to Section 15302, Class 2, which consists of the replacement and construction of existing structures and facilities; 2) approving the Major Design Review Permit DR25-002 and the TRPA Permit DR25-002; 3) approving the allocation and transfer of 1,033 Square Feet of Commercial Floor Area to the parcel, and 4) making all other findings set forth in the Resolution.

July 2025

- No meeting scheduled.

August 21, 2025

Present were Chair Wieczorek, Commissioners Lucksinger, Feiger, Imhoff, and Williams.

- Conducted an appeal hearing for a Vacation Home Rental Application at 759 Lakeview Avenue and passed Motion 2025-007 to continue this item to the September 18, 2025 meeting. The Commission provided direction to City staff to gather pertinent information

regarding 1) whether Measure T being found unconstitutional has bearing on their decision making, 2) to consider a limit on how to consider violations based on administrative matters (e.g., illegal listing) versus violations that are more consequential (e.g., noise, trash, or parking violations), 3) consult with City Council as to whether the decision to make 3 violations a permanent ban was intentional or was it just omitted since the previous ordinance and 4) whether there was any consideration given to citations being issued for every event, with the consequence that an owner may receive notices of citations, while receiving additional violations.

- Passed Resolution 2025-008 1) Finding the project is categorically exempt from CEQA pursuant to Section 15332, Class 32, Infill Developments; 2) Granting a Special Use Permit pursuant to City Code Section 6.55.620; 3) Approving the Major Design Review #25-029; and 4) Making all other findings set forth in the Resolution.
  * *Commissioner Imhoff left the meeting at 4:30 p.m. and was absent for the remainder of the meeting.*
- Passed Motion 2025-008 1) accept staff recommendations on the four selected ADU designs, and 2) approve the final Preapproved ADU plans with the following recommendations: alternative garage floor plan considering a tandem access to reduce driveway coverage, revision to Garage + ADU - Option A for a single garage door rather than a double garage door to be incorporated by Planning Commission to be presented to City Council.
  * *Commissioner Imhoff left the meeting at 4:30 p.m. and was absent for this item.*
- Passed Resolution 2025-009 recommending the City Council adopt an ordinance amending City Code, Title 6, Chapter 6.15 (Building Regulations), Section 6.15.010 and 6.15.160 by adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), including Green Building Code, Building Code, Fire Code, and related construction codes.
  * *Commissioner Imhoff left the meeting at 4:30 p.m. and was absent for this item*

<u>September 18, 2025</u>

Present were Chair Wieczorek, Commissioners Lucksinger, Feiger, Imhoff, and Williams.

- Continued an appeal hearing for a Vacation Home Rental Application at 759 Lakeview Avenue and passed Resolution 2025-010, making all findings set forth in the Resolution and denying the appeal.
- Passed Resolution 2025-011 1) finding the project is categorically exempt from CEQA pursuant to Section 15332, Class 32, Infill Developments; 2) approving the Major Design Review Permit and the TRPA Permit; 3) granting the transfer of 712 Square Feet of Commercial Floor Area (CFA) to 2705 Lake Tahoe Boulevard for the construction of a new storage building; and 4) making all other findings set forth in the Resolution.
- Postponed an appeal hearing for a Vacation Home Rental Application at 4019 Blackrock Road to the October 16, 2025 meeting.
- Conducted an appeal hearing for a Vacation Home Rental Application at 3340 Pioneer Trail and passed Resolution 2025-012, making all findings set forth in the Resolution and denying the appeal.

FINANCIAL IMPLICATIONS

There are no financial implications associated with the City Council accepting and filing the Annual Planning Commission and Airport Land Use Commission Report.

ENVIRONMENTAL CONSIDERATIONS

The action to accept and recommend City Council file the Annual Planning Commission Report is exempt from environmental review pursuant to CEQA Guidelines §15061(b)(3). The activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

POLICY IMPLICATIONS

There are no policy implications associated with the City Council accepting and filing the Annual Planning Commission and Airport Land Use Commission Report. Pursuant to City Council Resolution 2024-016, the Planning Commission is reporting its activities to the City Council as required in the adopted resolution.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:7

Agenda Item:

Annual Police Advisory Commission Report

Executive Summary: This is the written annual report for the Police Advisory Commission for 2025. This report summarizes PAC meeting topics and activities meetings held in the last year. This Commission annual report is required by City Resolution 2022-011, "City Commissions and Boards".

Requested Action / Suggested Motions:

Receive and File.

Responsible Staff Member: Jeff Roberson, Chief of Police

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

Attachments:

01-Staff Report - PAC Annual Report

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

Meeting Date: November 04, 2025

Title: Police Advisory Commission Annual Report

Location: Police Department

Responsible Staff Member: Jeff Roberson, Chief of Police

Background: The Police Advisory Commission (PAC) was formed by the City Council via resolution at their meeting on May 18, 2021. The 2025 Police Advisory Commission members are Erika Gonzales (Chair), Alberto Manfredi (Vice Chair), Justin Zunino, Kelly Escobedo, and Valerie Smith.

This report will include PAC activity from February 12, 2024 through October 29, 2025, encompassing all four PAC meetings for the year 2025. This report was submitted to the Police Advisory Commission at their meeting on October 29, 2025 for review. An annual written report from City commissions is required by City Resolution 2022-011 "City Commissions and Boards". This is the 4th annual report for the Commission since its formation.

Issue and Discussion: The following summary of the four Police Advisory Commission meetings held during the past year represents the PAC 2025 annual report to City Council.

- February 12, 2025
  - (former) Chief of Police Dave Stevenson pushed the Police Department 2024 Annual Report to the next meeting as it was still in review process.
  - (former) Chief of Police Dave Stevenson presented on SLTPD Immigration policy and California Senate Bill 54, the California Values Act
- May 7, 2025
  - Sgt Traci Trapani presented the Police Department Wellness Program
  - Sgt Russell Liles presented on Use of Force standards and Departmental Use of Force Statistics
  - (former) Chief Stevenson presented the Police Department Annual report for 2024
  - (former) Chief Stevenson confirmed the meeting days, dates, times, and meeting limitations for 2025, scheduled from 4pm-6pm:
    - February 12
    - May 7
    - August 6
    - October 29
- August 6, 2025
  - Officer Matt Hazlet presented the STACS program including guest speakers:
    - Dr. Elizabeth McNamara from Barton Health

        - Chris Stearns from El Dorado Behavioral Health
    - Chair Gonzalez requested the Chief present his vision for the police department
- October 29, 2025
    - Chief of Police Roberson discussed his strategic priorities over the next four years
    - Lt Scott Crivelli discussed the purchase of a Lenco Bearcat armorer vehicle and the retirement of the MaxxPro MRAP Rescue Vehicle.
    - The Police Advisory Commission annual report was provided to the commission for review.

Financial Implications: Police Advisory Commission administrative function costs are absorbed in current allocated city budget.

Environmental Considerations: The proposed action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: The Police Advisory Commission supports City Council Strategic Priority Three: Ensuring Public Safety..

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:8

Agenda Item: Annual Independent Citizens' Oversight Committee (Measure P) Report

Executive Summary: The Measure P Citizens Oversight Committee reviews and reports on the use of South Lake Tahoe Measure P funds for the design and construction of the new recreation complex. The committee, through its chair, shall provide an annual report and recommendations to City Council. The annual report is summarized in the staff report attached herein.

Requested Action / Suggested Motions: Receive and file

Responsible Staff Member: Olga Tikhomirova, Director of Finance John Stark, Director of Parks and Recreation

Reviewed and Approved By: Heather Stroud, City Attorney Susan Blankenship, City Clerk

Attachments:

01-Staff Report Measure P Oversight Committee Annual Report.docx

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

Meeting Date: November 4, 2025

Title: Measure P Independent Citizens' Oversight Committee Annual Report

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance
John Stark, Director of Parks and Recreation

Background: City Council Resolution No. 2019-088 requires the Measure P Independent Citizens Oversight Committee to report its activities to the City Council on an annual basis.

Issue and Discussion: The Measure P Citizens Oversight Committee met twice in 2025, on February 25 and October 8, in Council Chambers at City Hall. The purpose of these meetings was to review and discuss reports from City staff regarding the status of the Multi-Generational Recreation and Aquatics Center construction project and Measure P-funded bonds issued for the project.

Three of five committee members attended both meetings: Jerry Bindel, David Gregorich, and Jude Wood. Two committee members, Marissa Fox and Faye-Marie Pekar, have since relocated outside the area, and the committee is currently soliciting applications to fill these vacancies. City staff members in attendance included: Ricky Riddle, Construction Manager/Facilities Program Manager, Olga Tikhomirova, Director of Finance, John Stark, Parks and Recreation Director, and Kylee Finnegan, Recreation Program Coordinator.

The meetings covered the following agenda topics:

1) Multi-Generational Recreation and Aquatics Center Construction Project Update
2) Measure P Fund Balance, Expenditures and Forecast, Bond Updates, and Capital Project Account updates

The Measure P Oversight Committee is required to meet at least once annually, and more frequently as needed, pending the City's anticipated expenditure of funds throughout the construction process.

Financial Implications: The committee reviewed the Measure P Transient Occupancy Tax (TOT) revenue to date, historical revenue data, Measure P TOT fund projections, and the construction account's budget and actual report through July 31, 2025. All expenditures were verified as being consistent with the intended purpose of Measure P special revenue funds.

Environmental Considerations: This item is not a "project" subject to review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15378(b)(4),

which exempts the creation of government funding mechanisms or fiscal activities that do not involve a specific project likely to result in significant physical impact on the environment.

Policy Implications: There are no policy implications associated with the City Council accepting and filing the Measure P Independent Citizens' Oversight Committee Annual Report.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:9

Agenda Item: Purchase of Bearcat G3 Pro Armored Vehicle From Lenco Industries

Executive Summary: This action item would authorize the purchase of a Lenco Bearcat G3 Pro armored vehicle, associated travel and shipping expenses for a total purchase price not to exceed $433,963.88. This purchase is authorized through Lenco's government GSA cooperative purchasing agreement GS-07F-169DA.

Requested Action / Suggested Motions: Pass a Motion authorizing the purchase of a Lenco Bearcat G3 Pro from Lenco Industries and associated travel and shipping costs utilizing Lenco's government GSA cooperative agreement per South Lake Tahoe City Code section 3.45.090 using exiting budget appropriations up to $433,963.88.

Responsible Staff Member: Lt. Scott Crivelli

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

Attachments:

01-Staff Report - Armored Vehicle Purchase.docx
02 -Resolution - Armored Vehicle Purchase.docx
03-Lenco Quote - South Lake Tahoe PD CA.pdf
04-Lenco GSA Cooperative Agreement.pdf

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

Meeting Date: November 4, 2025

Title: Purchase of Armored Vehicle from Lenco

Location: Police Department

Responsible Staff Member: Lieutenant Scott Crivelli (530) 542-6130

Background: In 2013, the Police Department acquired a MRAP (Mine Resistant Armor Protected) vehicle from the military at no cost to the city. The MRAP has served the police department well, however, due to its age, lack of serviceability, and manufacture support, staff is looking for authorization to replace the MRAP with a law enforcement specific armored vehicle.

Issue and Discussion: After taking possession of the MRAP in 2013, the police department's capability to rapidly and safely respond to armed threats or protected rescues in our community greatly increased. Over the course of 12 years, the MRAP has been used on countless occasions to carry out different types of missions.

An armored police vehicle provides protection for our personnel and members of the public when faced with high-risk events. Most commonly, the MRAP is used as a vehicle for our SWAT team during events when a subject refuses to comply with law enforcement, is barricaded, and potential exists for the subject to be armed. Also, an armored vehicle allows execution of other life saving missions. For example, during a heavy flood, the MRAP was used to trek through water flooded streets to get community members into their homes for the retrieval of needed medication. An armored vehicle would be used during an active shooter event to either evacuate people from the danger area, or transport emergency personnel into a scene not yet deemed safe.

The MRAP has reached the end of its service life. The military has decommissioned the MRAP, which creates a serviceability issue. The MRAP is a specialty-built vehicle by a company named Navistar. Service parts are virtually non-existent. When staff has reached out for service support from Navistar, they refuse to help as they deem the information "classified." Our motor pool has spent approximately $48,355 to date conducting repairs on the MRAP. Most notably, the brunt of the cost is labor time for our mechanics to figure out repairs on their own, as there is no support. With the lack of available parts, we are one broken part away from the MRAP being inoperable for good. A detective within the police department spent his time in the Army as a heavy equipment / diesel mechanic. He worked on MRAPs in the military. Based on his experience, MRAPs do not slowly deteriorate over time. Rather one day, the MRAP will have multiple unrepairable issues and will be permanently inoperable. This would dramatically decrease the police department's ability to safely respond to high risk events without the protection for our staff members and/or members of our community.

Additionally, the MRAP, has operational limitation issues which are remedied by the proposed replacement in this staff report. First, the MRAP engine brake was disabled by the military prior to it being released to the police department. Due to its weight and size, the MRAP cannot be safely driven out of the basin on its airbrakes alone. Staff was unable to re-enable the engine brake since Navistar would not release any classified information. Second, the MRAP requires the operator to possess a commercial driver's license. The police department currently only has one member with a CDL. Therefore, we must rely on either a properly endorsed Firefighter, or motor pool mechanic to drive the MRAP. Third, interior space in the MRAP is extremely limited. The replacement proposed in this report offers much more space for personnel and rescues. Lastly, the police department has been wanting to replace the MRAP with the proposed vehicle in this staff report for some time, however, we are aware of the cost involved and have prioritized money elsewhere. Since funding is available without any impact to the general fund, now is the time we are seeking authorization to replace the MRAP.

The vehicle which staff recommends to replace the MRAP is made by industry leading Lenco Industries. Lenco makes specialized armored vehicles. The model recommended by staff is called the Lenco Bearcat G3 Pro. This model is being used by a large amount of law enforcement agencies across the nation. Our neighboring agencies, EDSO and DCSO have this model Bearcat and speak very highly of its reliability and quality. Lenco takes the chassis of a 4WD Ford F-550 and creates an armored vehicle. The Bearcat sits on a commonly used chassis and utilizes the Ford 6.7 Powerstroke diesel motor. The Bearcat comes with a 3-year powertrain warranty from Ford and 3-year warranty from all components added by Lenco. After warranty expiration, parts are common, easily accessible, and the powertrain is known by our motor pool mechanics. Additionally, motor pool has a certified Ford Master Mechanic.

An operator of the Bearcat needs only a Class C driver's license. The Bearcat can be safely driven off the hill if needed for mutual aid requests. The Bearcat, having a much smaller overall size, is significantly more maneuverable within the urban environment in which we operate. The interior of the Bearcat has ample space and allows a significant number of people to comfortably fit inside.

The Bearcat comes completely outfitted from the factory with all vital components for law enforcement operations and rescue missions. Some components include but are not limited to: red and blue emergency lighting, siren, PA system, 4 independently controlled spotlights, 360 degree camera system, IR camera, bench seating, overwatch hatch, and run flat off road tires.

If Council approves the purchase of the Lenco Bearcat, Lenco will begin production. Production time is currently 12-18 months. Once the vehicle is completed, two police department staff members and one motor pool mechanic will go to the Lenco facility (Pittsfield, MA) for a delivery orientation from Lenco. Lenco will then ship the vehicle from Massachusetts to South Lake Tahoe. Once the vehicle arrives, staff will be returning the MRAP to the military.

Financial Implications: The expense of the vehicle purchase recommended in this staff report will have no impact on the City General Fund. The total purchase price with tax, shipping and costs for sending 3 city employees to Lenco's factory will be $433,963.88.

Lenco Bearcat = $378,330.00
Shipping = $15,200.00
CA 8.75% Tax = $34,433.88
Employee Travel Expenses = $6000.00
Total = $433,963.88

Funds for this purchase will partially come from AB3229 COPs funding received from the state, designated for front line law enforcement. The current amount budgeted in COPs account 231020110-46110 (Machinery and Equipment) is $314,000.00, primarily utilizing the prior years' available fund balance.

Staff is requesting authorization to transfer $120,000 from the Police vehicle replacement account (21102110-46130, funded by Prop 172 Safety Sales Tax) into the COPs account, 231020110-46110 to cover the remaining cost of this vehicle purchase.

The purchase of this armored vehicle is authorized by Lenco's Government GSA cooperative agreement. Contract #GS-07F-169DA, valid 8/23/16 – 8/22/26.

Environmental Considerations: This is not a 'project' subject to review under the California Environmental Quality Act (CEQA) under CEQA guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: The purchase of these vehicles supports the following strategic priorities:

- Priority 3: Ensure Public Safety

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 4, 2025

Authorizing Police Department to purchase a Lenco Bearcat G3 Pro from Lenco Industries, associated shipping costs and travel expenses in an amount not to exceed $433,963.88, utilizing Lenco's Government GSA cooperative purchasing agreement and authorizing the required budget transfers

BACKGROUND

A. The Police Department received the MRAP in 2013 from the military at no cost. The MRAP has reached the end of its service life. There is no support from the MRAP manufacture, as all parts or service manuals are deemed classified. If a replacement is not sought now, the MRAP will soon be unrepairable and unusable.

B. Lenco Industries makes specialized armored vehicles designed for law enforcement. Neighboring agencies have the same make and model and speak highly of its quality.

C. There is a 12-18 month build time for Lenco Industries to build an armor vehicle. Once the Lenco Bearcat is delivered, PD staff will return the MRAP to the military.

D. The FY 2025-26 Adopted budget includes $314,000 in the AB3229 COPs account for the purchase of this vehicle. Additional funding is requested to be transferred from the Police Vehicle replacement account which has sufficient budget and available funds to accommodate the transfer. This purchase will have no impact on the general fund.

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 the purchase of a Lenco Bearcat G3 Pro from Lenco Industries, associated shipping costs and travel expenses in an amount not to exceed $433,963.88
2. Authorizes the transfer of $120,000 from the Police vehicle replacement account (21102110-46130) into the COPs account, 231020110-46110.

Adopted by the City of South Lake Tahoe City Council on November 4, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, 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.

LENCO ARMORED VEHICLES
Protecting Our Nation's Defenders™
10 Betnr Industrial Drive - Pittsfield, MA 01201
PH: 413-443-7359 - FAX: 413-445-7865

Quotation 110753

Customer Code: SULCA
Quotation Date: 09/09/25
Lenco Tax ID#: 04-2719777

Bill To	Ship To
South Lake Tahoe Police Department 1352 Johnson Boulevard South Lake Tahoe, CA 96150 USA	South Lake Tahoe Police Department 1352 Johnson Boulevard South Lake Tahoe, CA 96150 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	**Lenco Contact**	**Inspection & Acceptance**
18 Months (+ or -) ARO	Jim Massery	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	4552			
Lenco BearCat	BC55003-BASE	1	$264,310.00	$264,310.00
Options:				
California Mandated Solid Burn Red & Blue-Front, Amber & Blue-Rear	LED_CALIF	1		
Lusterless Urban Green	LUSTERLESS_URBAN_GREEN	1		
G3 Pro Package	G3PRO	1	$123,155.00	$123,155.00
Package Discount	DISC	1	-$15,000.00	-$15,000.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1		
4-Door Configuration	BC4DR	1		
(1) 7" Vertical GunPort Upgrade	BCGP7	8		
360 Camera System	BC360DEG	1		
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1		
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1		
Draco Prep Package	BCDRACOPREP	1		
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1		
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2		
High Intensity Driving Lights in Front Bumper	BCHIDL	1		
Fender Intersection Lights	BCFIL	1		
IR Take Down Light (Bumper Mounted)	BCTDL-IR	1		
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1		
Armored Oil Pan Guard	BCAOPG	1		
Intercom System Inside to Outside	BCINT	1		
Weapons Mount	BCWMT	6		
Break and Rake	BCBAR	1	$1,800.00	$1,800.00
Door Pivoting Ram Head	BCDPRH	1	$1,880.00	$1,880.00
Ford F550 Service Manuals	BCFMNL	1	$995.00	$995.00
Ford Ignition Key	BC104649	2	$595.00	$1,190.00
Configuration Subtotal:				**$378,330.00**
Lenco BearCat	G3PRO	1	$378,330.00	$378,330.00
Freight Out - SWAT	FREIGHTOUT-VEHICLE	1	$15,200.00	$15,200.00
Net Total				**$393,530.00**

LENCO ARMORED VEHICLES
Protecting Our Nation's Defenders™
10 Betnr Industrial Drive - Pittsfield, MA 01201
PH: 413-443-7359 - FAX: 413-445-7865

Quotation 110753

Customer Code: SULCA
Quotation Date: 09/09/25
Lenco Tax ID#: 04-2719777

Notes:

Estimated South Lake Tahoe Sales Tax $334,433.86 is not collected by Lenco.
H-GAC – Ambulances, EMS, and Other Special Service Vehicles
Contract Number: AM10-23
Current Option Period End Date: September 30, 2027

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized Signature:_____
Please sign and return

Authorized Signature: James Massery
Jim Massery

Thank you

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List
SIN: 336992

Law Enforcement & Security
FSC Class: 2355 / NAICS: 336992
Date Revised: **03/07/2025**

CONTRACTOR CATALOG
Terms & Conditions

I. LENCO Contact Information

Lenco Contract #:	**GS-07F-169DA**
Contractor:	**LENCO INDUSTRIES, INC.** **dba LENCO ARMORED VEHICLES** **10 BETNR INDUSTRIAL DRIVE** **PITTSFIELD, MA 01201**
Web Address:	**http://www.SWATtrucks.com**
E-Mail:	**Info@SWATtrucks.com**
Effective Date:	**February 12, 2024**
Contract Period:	**August 23, 2016 thru August 22, 2026**
Order Status POC:	**Sales@SWATtrucks.com**
DUNS:	**051950293**
Business Size:	**Small / Manufacturer**
Contract Administration:	**Rob Weisberger/Tel. 413-443-7359 Ex 118**

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules Button at http://www.fss.gsa.gov.

II. TERMS AND CONDITIONS LENCO INDUSTRIES, INC.

1a. **Awarded Special Item Numbers**: 336992 – Armored Security Vehicles

1b. **Lowest Priced Model Number for each Awarded Special Item Number(s)**:
SIN# 336992, Lenco B.E.A.R.® Base Price $289,749.
SIN# 336992, Lenco BearCat® Base Price $264,310.
SIN# 336992, Replacement Glass Price List

1c. **Does Not Apply.**

2. **Maximum Order Guideline**: $850,000 per order
(Note: delivery order may be placed against the Schedule contract even though it exceeds the maximum order)

3. **Minimum Order**: $100

4. **Geographic Coverage**: U.S. 50 States, Washington D.C., Puerto Rico, U.S. Territories; and CONUS or OCONUS.

5. **Points of Production**:
Lenco Armored Vehicles
10 Betnr Industrial Drive
Pittsfield, MA 01201
Berkshire County

6. **Basic Discount**: Net GSA pricing as shown on the Lenco GSA Pricing Schedules found on GSA Advantage and on Lenco web sites for the Lenco BEAR and BearCat.

7. **Qty/Vol Discount**:
.5% Discount Each Off Purchase of (5) (Base Model Armored Vehicles)
1% Discount Each Off Purchase of (10) (Base Model Armored Vehicles)

8. **Prompt Payment Terms**: 0%, Net 30 Days

9.. **Government Credit Card**:
Accept Government Credit Cards –
Below and Above micro purchase threshold

10. **Foreign Items**: None

11a. **Time of Delivery**: 240 Days ARO

11b. **Expedited Delivery**: Contact Contractor

11c. **Overnight/2-Day Delivery**: Contact Contractor

11d. **Urgent Requirements**: Contact Contractor

12. **FOB Point**: Origin, Freight Prepaid & Added

13. **Ordering Address**:
Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA 01201
Telephone: 1-800-444-5362 or 413-443-7359
FAX: 413-445-7865
Email: sales@SWATtrucks.com

14. **Payment Address**:
Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield MA 01201

15. **Warranty Provisions**:
Standard Commercial Warranty

III. TERMS AND CONDITIONS LENCO INDUSTRIES, INC.

16. **Export Packing Charges**: Export Packing Charges To Be Determined

17. **Terms and Conditions of Government Credit Card Acceptance**: Accepted all purchases up to a maximum of $10,000.

18. **Terms and Conditions of any other service:** Not Applicable

19. **Terms and Conditions of Installation**: None

20. **Terms and Conditions of Repair Parts indicating Date of Parts Price Lists and any Discounts from List Prices**: None

21. **List of Service and Distribution Points**: N/A

22. **List of Participating Dealers**: None

23. **Preventative Maintenance**: None

24. **Environmental Attributes, E.G. Recycled Content, Energy Efficiency, and/or Reduced Pollutants:** Meets Federal Emission Standards.

25. **Data Universal Number System (DUNS) Number:** 051950293

26. **CCR Database:** Yes - Cage Code 1KA02

27. **Inspection & Acceptance**: At Lenco Factory, Pittsfield, MA

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:10

Agenda Item:

Police Boat Safety and Enforcement – State FY 26/27 Financial Aid Application Authorization

Executive Summary: The Police Boating Safety Program is supported by two primary funding sources: up to $39,953.66 in financial aid from California State Parks, Division of Boating and Waterways, and an estimated $59,508.00 from El Dorado County vessel property taxes for FY 2026/27. To apply for the State funding, California State Parks requires City Council authorization for the Mayor, or their designee, to sign the application and financial aid program agreement by the deadline of December 31, 2025. If funding is awarded, staff will return to Council to request formal acceptance and participation in the program.

Requested Action / Suggested Motions:

Pass a Resolution authorizing the Police Chief to sign application to apply for financial aid through the CA Division of Boating and Waterways for 2026/2027 Police Boat Operations.

Responsible Staff Member: Lieutenant Russell Liles

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

Attachments:

01-Staff Report - Police Boat Safety and Enforcement.docx
02-Resolution-Application Authorization Police Boat Operations.docx
03-Form 801.4 SLT2026-27 backup.pdf
04-Form 801.4 SLT2026-27 signed.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: November 4, 2025

Title: Police Boat Safety and Enforcement – State FY 26/27 Financial Aid Application Authorization

Location: Police Department

Responsible Staff Member: Lt. Russell Liles

Background: The City provides a Police Boating Safety and Enforcement Program each year for residents and visitors of our community. This program begins approximately two weeks prior to Memorial Day weekend and ends approximately two weeks after Labor Day weekend. The program is funded every year by a state boating safety grant combined with El Dorado County vessel property taxes. The program provides the city with funding to staff the Police Department patrol boat on the waters of Lake Tahoe during this time.

Issue and Discussion: The Police Boating Safety Program is funded by two revenue sources. The first source is financial aid from California State Parks, Division of Boating and Waterways in an amount of up to $39,953.66 . The second revenue source is from El Dorado County vessel property taxes estimated at $59,508.00 for FY 26/27.

To receive this funding, California State Parks requires the City Council authorize the Mayor, or their designee, to sign the application for financial aid and the financial aid program agreement. The deadline for application for aid from the State's FY 26/27 budget is 12/31/25. Once funding has been granted for the City of South Lake Tahoe, staff will return to Council for authorization to accept and participate in the financial aid program.

Financial Implications: Applying for this financial aid program through California State Parks, relieves any impacts to the general fund for Police Boat operations.

Environmental Considerations: The proposed action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: The police boating safety program supports the City of South Lake Tahoe's Strategic Plan "3 – Public Safety".

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 4, 2025

Authorizing Application for Financial Aid Through the CA Division of Boating and Waterways for 2026/2027 Police Boat Operations

BACKGROUND

A. The City of South Lake Tahoe Police Department operates a Police Boating Safety and Enforcement Program.

B. The City of South Lake Tahoe Police Department will apply for financial assistance from the State Boating and Enforcement Aid Program

C. The Police Boating Safety Program is funded by two revenue sources. The first source is financial aid from California State Parks, Division of Boating and Waterways in an amount of up to $39,953.66. The second revenue source is from El Dorado County vessel property taxes estimated at $59,508 for FY 26/27.

D. Staff will return to Council to accept the financial aid and participate in the program.

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 application for financial aid from the CA Division of Boating and Waterways for 2026/2027 Police Boat Operations and authorizes the Police Chief to sign the application.

Adopted by the City of South Lake Tahoe City Council on November 4, 2025, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____
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.

EL DORADO COUNTY
AUDITOR'S WORKPAPER

Prepared 7/9/25

BOATING AND SAFETY ENFORCEMENT AID
CITY OF SOUTH LAKE TAHOE
2025-26 ESTIMATED PERCENTAGE INCREASE IN BOAT TAX REVENUES

FISCAL YEAR	[SIP-604/SIB-102] ASSESSMENT COUNT	CHANGE IN COUNT	PERCENTAGE CHANGE
2004-05	622	93	17.6%
2005-06	629	7	1.1%
2006-07	621	(8)	-1.3%
2007-08	647	26	4.2%
2008-09	687	40	6.2%
2009-10	659	(28)	-4.1%
2010-11	640	(19)	-2.9%
2011-12	593	(47)	-7.3%
2012-13	595	2	0.3%
2013-14	569	(26)	-4.4%
2014-15	597	28	4.9%
2015-16	589	(8)	-1.3%
2016-17	568	(21)	-3.6%
2017-18	597	29	5.1%
2018-19	625	28	4.7%
2019-20	657	32	5.1%
2020-21	627	(30)	-4.6%
2021-22	712	85	13.6%
2022-23	798	86	12.1%
2023-24	815	17	2.1%
2024-25	552	(263)	-32.3%
2025-26	559	7	1.3%

FY 2025-26 Actual => FY 2026-27 Estimate	T.R.A. 002-002	T.R.A. 002-007	T.R.A. 002-010	CITY OF SLT
MARKET VALUE OF ASSESSED BOATS	26,982,445	61,307	40,028	$ 27,083,780
AD VALOREM TAX RATE (EXCLUDING DEBT SERVICE FUNDS)	1.00%	1.00%	1.00%	1.00%
TOTAL PERSONAL PROPERTY TAXES ON BOATS	$269,824	$613	$400	$270,838
AGENCY TAX ALLOCATION FACTOR (COUNTYWIDE AVERAGE)	21.974%	21.750%	20.821%	21.972%
AMOUNT TO BE SHOWN ON LINE "5"	$59,291	$133	$83	**$59,508**

EL DORADO COUNTY
AUDITOR'S WORKPAPER

Prepared 7/9/25

BOATING AND SAFETY ENFORCEMENT AID
CITY OF SOUTH LAKE TAHOE
2025-26 ESTIMATED PERCENTAGE INCREASE IN BOAT TAX REVENUES

FISCAL YEAR	[SIP-604/SIB-102] ASSESSED VALUATION	INCREASE INCREASE IN VALUE	PERCENTAGE INCREASE (DECREASE
1990-91	10,969,347	434,142	4.1%
1991-92	11,909,731	940,384	8.6%
1992-93	11,104,622	(805,109)	-6.8%
1993-94	10,064,346	(1,040,276)	-9.4%
1994-95	9,274,251	(790,095)	-7.9%
1995-96	9,629,732	355,481	3.8%
1996-97	9,542,157	(87,575)	-0.9%
1997-98	9,723,421	181,264	1.9%
1998-99	10,658,221	934,800	9.6%
1999-00	13,005,238	2,347,017	22.0%
2000-01	12,513,359	(491,879)	-3.8%
2001-02	10,693,356	(1,820,003)	-14.5%
2002-03	12,393,945	1,700,589	15.9%
2003-04	11,373,660	(1,020,285)	-8.2%
2004-05	13,739,327	2,365,667	20.8%
2005-06	14,900,174	1,160,847	8.4%
2006-07	15,562,237	662,063	4.4%
2007-08	19,938,420	4,376,183	28.1%
2008-09	21,942,645	2,004,225	10.1%
2009-10	24,713,616	2,770,971	12.6%
2010-11	19,081,423	(5,632,193)	-22.8%
2011-12	17,686,745	(1,394,678)	-7.3%
2012-13	16,624,848	(1,061,897)	-6.0%
2013-14	18,498,563	1,873,715	11.3%
2014-15	18,314,282	(184,281)	-1.0%
2015-16	17,331,217	(983,065)	-5.4%
2016-17	16,685,159	(646,058)	-3.7%
2017-18	17,584,276	899,117	5.4%
2018-19	18,007,005	422,729	2.4%
2019-20	19,657,402	1,650,397	9.2%
2020-21	18,865,510	(791,892)	-4.0%
2021-22	22,410,580	3,545,070	18.8%
2022-23	34,182,615	11,772,035	52.5%
2023-24	29,031,917	(5,150,698)	-15.1%
2024-25	25,309,594	(3,722,323)	-12.8%
2025-26	26,982,445	1,672,851	6.6%

002007-002010 CITY OF SLT
2025 **Step 4**
Prepared 7/09/2025

TaxYear	Value Date	Asmt	TRA		PPValue
2025	1/1/2025	830009148000	002007	$	12,900
2025	1/1/2025	830025465000	002007	$	37,657
2025	1/1/2025	830025924000	002007	$	10,750
			TOTAL	**$**	**61,307**
			COUNT		**3**

TaxYear	Value Date	Asmt	TRA		PPValue
2025	1/1/2025	830025737000	002010	$	40,028
			TOTAL	**$**	**40,028**
			COUNT		**1**

Documentation of Estimated Boat Tax Revenues -- 801.4

Fiscal Year FY 2026/27

Agency City of South Lake Tahoe
County El Dorado County

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year **$ 59,508.00**

Certification

I attest that I am a duly authorized representative of the auditor's office of El Dorado County; and that this calculation results in the best estimate of boat tax revenues for the fiscal year noted.

Anne Billingsley
SIGNATURE

July 9, 2025
DATE

Anne Billingsley, Principal Financial Analyst
TYPED NAME AND TITLE

(530) 621-5453
TELEPHONE

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:11

Agenda Item:

Purchase of Freightliner Sander Truck

Executive Summary: The mission of the City of South Lake Tahoe Public Works Department is to operate and maintain the Cityâ€™s transportation network to ensure it functions safely and efficiently. In recent years, the City has prioritized investing in new snow removal and heavy equipment to improve operations and enhance public service. In the annual budget for FY 2025-2026, the City Council authorized one sander to support and improve snow removal operations throughout the City.

Requested Action / Suggested Motions: Pass a Motion authorizing the City Manager to purchase: One (1) Freightliner Sander Truck for $422,340.41, for Public Works, through Sourcewell Cooperative Agreements, per South Lake Tahoe City Code section 3.45.090 (Cooperative Purchasing).

Responsible Staff Member: John Dickinson, Interim Director of Public Works, and Phil Harwood, Maintenance Manager

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

Attachments:

- 01-Staff Report Equipment
- 02- Quote
- 03- Specs

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

Meeting Date: November 4, 2025

Title: Purchase of Equipment for Snow Removal and Public Works

Location: Citywide

Responsible Staff Member: John Dickinson, Interim Director of Public Works, Phil Harwood, Fleet Manager

Background: The mission of the City of South Lake Tahoe Public Works is to operate and maintain the transportation network and while ensuring that the network functions and facilities are operating safely and efficiently. The city has been investing in replacing outdated snow removal and other heavy equipment to improve and enhance operations and provide better service to the public. In 2024, the City Council authorized the purchase of two new graders. This year, staff recommends additional equipment to replace outdated snow operations equipment for Public Works. Staff recommends the purchase of one sander truck as approved in the annual budget meeting in August of 2025.

Issue and Discussion: Staff is recommending the purchase of the following equipment:

One (1) Freightliner truck with plow and sander body from Velocity Truck Centers for $422,340.41. The sander truck will be used for snow operations. See Attachment 02 for technical specifications and quote.

Financial Implications: The City will purchase this equipment through the Sourcewell Cooperative Agreement, per City SLTCC § 3.45.090. The funding for this equipment was approved with the 2025-2026 year budget on August 26, 2025. The following is a breakdown of funding sources:

Equipment	Total Cost	Funding Source	Account Number
Freightliner Sander	$422,340.41	Measure S	208-03610-46110

Environmental Considerations: This purchase is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: The purchase of the equipment will improve snow operations.

The vehicle and equipment contemplated herein will be purchased through a Cooperative Purchasing Contract under the public exigency Sole Source option. City Code Section 3.45.090

allows for Cooperative Purchasing: "Where another governmental agency performs a solicitation and bid process for the City and multiple agencies or jurisdictions, and where the purchase of materials, supplies, and equipment is based on an agreement or cooperative purchasing program under authority granted by statute or ordinance, under a contractual arrangement between the City and said the governmental agency, or under a determination by the city manager that the governmental agency conducted a competitive bidding process, the City may purchase materials, supplies and equipment based upon the governmental agency's solicitation and bid process without complying with the bidding requirements of this chapter".

Prepared for:
Phil Harwood
SOUTH LAKE TAHOE CITY OF
1901 Airport Road
South Lake Tahoe, CA 96150
Phone: 530-542-6086

Prepared by:
James Pescitelli
VELOCITY TRUCK CENTERS
1550 S MCCARRAN BLVD
SPARKS, NV 89431
Phone: 775-690-5401

A proposal for
SOUTH LAKE TAHOE CITY OF

Prepared by
VELOCITY TRUCK CENTERS
James Pescitelli

Jul 14, 2025

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
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SOUTH LAKE TAHOE CITY OF
1901 Airport Road
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)		
Data Version			
DRL-047	SPECPRO21 DATA RELEASE VER 047		
Vehicle Configuration			
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476
004-226	2026 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK	480	-480
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-018	CARB CLEAN IDLE LABELS FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
AF2-013	DOMICILED CALIFORNIA		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 15.0 in		
AF3-1W0	HENDERSON		
RTK-1AA	APPROVAL TO SHARE SPEC WITH TEM		
Tractor Service			
AA2-009	LOWBOY TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3C0	DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM		
Electronic Parameters			
79A-060	60 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED		
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
79T-001	PTO MODE RPM INCREMENT - 25 RPM		
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND		
79W-008	ONE PTO SPEED VIA DASH SWITCH		
79X-005	PTO SPEED 1 SETTING - 900 RPM		
80G-010	PTO MINIMUM RPM - 625		
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
80V-001	ENGINE MOUNT PTO, DASH SWTICH ENGAGES PTO MODE, STATIONARY OPERATION		
Engine Equipment			
99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION		
13E-006	ALUMINUM OIL PAN	25	
105-001	ENGINE MOUNTED OIL CHECK AND FILL		

Prepared for:
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Data Code	Description	Weight Front	Weight Rear
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1DJ	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-002	JACOBS COMPRESSION BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-032	11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		

Data Code	Description	Weight Front	Weight Rear
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
118-001	FULL FLOW OIL FILTER		
120-998	NO COOLANT FILTER	-10	
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	25	
155-076	DELCO 12V MOD 3.175-39MT+ STARTER WITH ENGINE ECU SOFTWARE PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	
Transmission			
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		

Data Code	Description	Weight Front	Weight Rear
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
84N-011	NEUTRAL AT STOP ENABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
85E-011	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
373-048	MARMON-HERRINGTON MVG-1650 2-SPEED LONG DROP TRANSFER CASE	420	180
376-008	TRANSFER CASE SHIFT CONTROLS IN DASH		

Prepared for:
Phil Harwood
SOUTH LAKE TAHOE CITY OF
1901 Airport Road
South Lake Tahoe, CA 96150
Phone: 530-542-6086

Prepared by:
James Pescitelli
VELOCITY TRUCK CENTERS
1550 S MCCARRAN BLVD
SPARKS, NV 89431
Phone: 775-690-5401

Data Code	Description	Weight Front	Weight Rear
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1H0	MARMON-HERRINGTON MT-22 23,000# SINGLE FRONT DRIVE AXLE	2,080	275
398-456	4.56 FRONT AXLE RATIO		
389-073	MXL 17T MERITOR EXTENDED LUBE FRONT STEERING AXLE DRIVELINE WITH HALF ROUND YOKES	10	
402-027	MARMON-HERRINGTON 16.5X7 CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-019	MARMON-HERRINGTON CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS		
409-006	FRONT OIL SEALS		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-013	MARMON-HERRINGTON AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-1AD	TRW TAS-85 POWER STEERING WITH RCH60 AUXILIARY GEAR	150	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-025	20,000# TAPERLEAF FRONT SUSPENSION	200	
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-074	MERITOR RT-40-160 40,000# R-SERIES TANDEM REAR AXLE		370
421-456	4.56 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-10	-10
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		

Prepared for:
Phil Harwood
SOUTH LAKE TAHOE CITY OF
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South Lake Tahoe, CA 96150
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Prepared by:
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1550 S MCCARRAN BLVD
SPARKS, NV 89431
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Data Code	Description	Weight Front	Weight Rear
382-075	MXL 18T MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES	20	
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1HH	HENDRICKSON RT403 @40,000# REAR SUSPENSION WITH RT46 BEAMS		640
621-015	HENDRICKSON RT/RTE - 6.00" SADDLE		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
628-004	STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		
439-001	REAR SHOCK ABSORBERS - ONE AXLE		40
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL		

Data Code	Description	Weight Front	Weight Rear
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-093	STEEL AIR BRAKE RESERVOIRS; CUSTOMER ACCEPTS TANKS MOUNTED PERPENDICULAR TO RAIL	10	10
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
485-003	QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT	2	
Trailer Connections			
481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
310-998	NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame			
545-510	5100MM (201 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	410	130
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	200	390
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-012	1450MM (57 INCH) REAR FRAME OVERHANG		
55W-005	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH	20	-80

Prepared for:
Phil Harwood
SOUTH LAKE TAHOE CITY OF
1901 Airport Road
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Data Code	Description	Weight Front	Weight Rear
549-016	24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT	350	-50
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 135.24 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.24 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 327.48 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 56.66 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 81.12 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER	20	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH		
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-998	NO FUEL/WATER SEPARATOR		
216-020	EQUIFLO INBOARD FUEL SYSTEM		

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	Data Code	Description	Weight Front	Weight Rear
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
	093-1XJ	BRIDGESTONE M870 315/80R22.5 20 PLY RADIAL FRONT TIRES	96	
	094-12V	CONTINENTAL HDR2+ 11R22.5 16 PLY RADIAL REAR TIRES		184
Hubs				
	418-022	MARMON-HERRINGTON IRON FRONT HUBS		
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels				
	502-1K8	ACCURIDE 50593 22.5X9.00 335-HUB PILOT 6.38 INSET 10-HAND STEEL DISC FRONT WHEELS	82	
	505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
	496-011	FRONT WHEEL MOUNTING NUTS		
	497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior				
	829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	650-008	AIR CAB MOUNTING		
	705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	667-037	SHORT FENDER WITH MUDFLAP		
	678-001	LH AND RH GRAB HANDLES		
	646-041	STATIONARY BLACK GRILLE		
	65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
	644-004	FIBERGLASS HOOD		
	652-001	FREIGHTLINER NAME PLATES		
	690-002	TUNNEL/FIREWALL LINER		
	727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
	726-001	SINGLE ELECTRIC HORN		
	728-001	SINGLE HORN SHIELD		
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
	327-005	DUAL AMBER ELECTRONIC STROBE LIGHTS WITH STAINLESS STEEL BRACKETS	20	

Data Code	Description	Weight Front	Weight Rear
312-084	DUAL ROUND 90MM HALOGEN HEADLIGHTS MOUNTED IN FRONT BUMPER WITH BLACK BEZEL MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior			
055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-025	(1) 12V DASH MOUNTED POWER OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		

Prepared for:
Phil Harwood
SOUTH LAKE TAHOE CITY OF
1901 Airport Road
South Lake Tahoe, CA 96150
Phone: 530-542-6086

Prepared by:
James Pescitelli
VELOCITY TRUCK CENTERS
1550 S MCCARRAN BLVD
SPARKS, NV 89431
Phone: 775-690-5401

Data Code	Description	Weight Front	Weight Rear
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
740-998	NO MATTRESS	-20	-15
756-336	BASIC ISRI HIGH BACK NON SUSPENSION DRIVERS SEAT W/FORE & AFT ADJUSTMENT		
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-1AK	BLACK VINYL DRIVER SEAT COVER		
761-1AK	BLACK VINYL PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		

Prepared for:
Phil Harwood
SOUTH LAKE TAHOE CITY OF
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Data Code	Description	Weight Front	Weight Rear
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
845-011	FUEL FILTER RESTRICTION INDICATOR		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
73H-014	(1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		

Prepared for:
Phil Harwood
SOUTH LAKE TAHOE CITY OF
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Prepared by:
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Data Code	Description	Weight Front	Weight Rear
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
72K-001	BACKUP ALERT SYSTEM, INTEGRATED WITH INTERACTIVE TOUCHSCREEN DISPLAY, FACTORY INSTALL END OF THE FRAME (REVERSE PROXIMITY SENSOR)		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-998	NO AM/FM RADIO ANTENNA		
749-998	NO CB RADIO MOUNTING PROVISION		
75W-002	SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	STANDARD TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		

Prepared for:
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Data Code	Description	Weight Front	Weight Rear
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-020	STANDARD BLACK BUMPER PAINT		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY		
999-999	SPECIAL NARRATIVE INSTRUCTIONS		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight

Prepared for:
Phil Harwood
SOUTH LAKE TAHOE CITY OF
1901 Airport Road
South Lake Tahoe, CA 96150
Phone: 530-542-6086

Prepared by:
James Pescitelli
VELOCITY TRUCK CENTERS
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Factory Weight+	12809 lbs	8359 lbs	21168 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight+	12809 lbs	8359 lbs	21168 lbs

Dealer Installed Options

		Weight Front	Weight Rear
PLOW	HENDERSON 11 FOOT PLOW AND 14 FOOT SS HENDERSON SANDER WITH BRINE INCLUDING HITCH RATED AT 90,000 LBS.	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #: 12

Agenda Item: Authorization to Apply for South Tahoe Public Utility District (STPUD) Turf Rebate Program

Executive Summary: The City of South Lake Tahoe is subject to California AB 1572, which prohibits including the use of potable water to irrigate nonfunctional turf by January 1, 2027. Parks & Recreation staff have begun turf reduction and landscape improvement projects at Ski Run Blvd. and at Park Avenue and Pine Blvd. Staff will make future conversions at the following areas through 2027: â€¢ Linear Park â€¢ Wildwood â€¢ Lake Tahoe Blvd 56 Acres side â€¢ â€œYâ€ Landscaped Areas South Tahoe Public Utility District (STPUD) is offering a rebate program to commercial customers on a first come, first served basis of $1.50 per square foot up to $5,000 for non-residential properties to replace turf with water-efficient landscaping. The Turf Replacement Incentive Rebate Program supports water conservation by replacing lawns with Tahoe friendly native and adaptive vegetation that supports soil conservation, water quality, defensible space, and wildlife habitat. Requirements of the rebate application include the following: â€¢ You commit to maintain the turf conversion while you own the property for a minimum of 5 years. If lawn is reinstalled at that time, the entire or partial rebate amount must be refunded to STPUD. â€¢ You agree to participate in an irrigation efficiency evaluation for remaining turf areas when applicable. â€¢ At completion, converted areas must contain 15% living plant cover at 5-year plant maturity As the City is required to make these conversions, staff would like to apply for the rebate program for areas already converted and future areas required for conversion. This rebate from STPUD will provide $5000 per parcel for the turf reduction and landscape improvements made by the Parks & Recreation Department.

Requested Action / Suggested Motions: Pass a Motion authorizing staff to submit an application for the STPUD Turf Rebate Program in the amount of $5,000 per parcel.

Responsible Staff Member: John Stark, Director of Parks & Recreation

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

Attachments:

01-Staff Report STPUD Turf Rebate.docx

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

Meeting Date: November 4, 2025

Title: Authorization to Apply for STPUD Turf Rebate Program

Location: Citywide

Responsible Staff Member: John Stark, Director of Parks & Recreation

Background: The City of South Lake Tahoe is subject to California AB 1572, which prohibits including the use of potable water to irrigate nonfunctional turf by January 1, 2027. Parks & Recreation staff have begun turf reduction and landscape improvement projects at Ski Run Blvd. and at Park Avenue and Pine Blvd. Staff will make future conversions at the following areas through 2027:

- Linear Park
- Wildwood
- Lake Tahoe Blvd 56 Acres side
- "Y" Landscaped Areas

South Tahoe Public Utility District (STPUD) is offering a rebate program to commercial customers on a first come, first served basis of $1.50 per square foot up to $5000 for non-residential properties to replace turf with water-efficient landscaping.

The Turf Replacement Incentive Rebate Program supports water conservation by replacing lawns with Tahoe friendly native and adaptive vegetation that supports soil conservation, water quality, defensible space, and wildlife habitat.

Requirements of the rebate application include the following:

- *You commit to maintain the turf conversion while you own the property for a minimum of 5 years. If lawn is reinstalled at that time, the entire or partial rebate amount must be refunded to the District.*
- *You agree to participate in an irrigation efficiency evaluation for remaining turf areas when applicable.*
- *At completion, converted areas must contain 15% living plant cover at 5-year plant maturity*

As the City is required to make these conversions, staff would like to apply for the rebate program for areas already converted and future areas required for conversion.

Issue and Discussion: Staff are seeking approval to apply for the rebate program for various Parks & Recreation projects citywide. Staff will continue to make additional turf reduction and landscape improvement projects citywide to comply with California AB 1572.

Financial Implications: This rebate from STPUD will provide $5000 per parcel for the turf reduction and landscape improvements made by the Parks & Recreation Department. This rebate has no formal match requirement. No additional funds are being requested. Expenses for lawn replacements are budgeted in and will be paid from the Park's operating supplies line items, as applicable, in account 100-04170. When rebates are received, funds will be deposited into the Park's Rebates revenue account 100-04170-36275.

Environmental Considerations: The application to the rebate program 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: Authorizing application to this rebate program meets Strategic Priority 7.7 Continue to improve access for people of all abilities to all public spaces.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #: 13

Agenda Item: Ratify the City's three-year agreement with Insight Public Sector for Microsoft Product Licensing

Executive Summary: The City utilizes Microsoft software for its core business operations, including operating systems, email, and productivity applications. The current three-year Microsoft Enterprise Agreement with Insight Public Sector, procured through the County of Riverside cooperative purchasing program, ensures continued licensing and support for these essential services. Staff recommends that the City Council ratify the 2024 agreement and authorize the City Manager to execute future renewal agreements procured under valid cooperative purchasing contracts, provided the terms are substantially the same as the current agreement. This delegation of authority will streamline the procurement process, maintain compliance with licensing requirements, and ensure continuity of City operations.

Requested Action / Suggested Motions: Pass a Motion to: (1) Ratify the City's three-year agreement with Insight Public Sector under the County of Riverside Cooperative Purchasing Program for Microsoft enterprise licensing in the amount of $357,150.36; and (2) Authorize the City Manager to execute subsequent renewal agreements for Microsoft enterprise licensing, and other substantially similar IT subscription services, procured through valid cooperative purchasing contracts, provided that renewal terms are substantially the same as the current agreement; adequate funding is appropriated in the approved budget; and the authority remains in effect unless modified or rescinded by City Council.

Responsible Staff Member: Gabriel Raab, Senior IT Analyst

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

Attachments:

01- Staff Report Ratify 2024 Agreement with Insight to Provide Microsoft Product Licensing.docx
02-2025 Insight Microsoft Agreement.pdf
03 - 2024 Insight Microsoft Agreement.pdf
04 - County of Riverside and Insight Purchasing Agreement.pdf
05-PO 13066 Insight O365 renewal signed.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: November 4th, 2025

Title: Ratify the City's 2024 three-year agreement with Insight Public Sector for Microsoft Product Licensing

Location: City-wide

Responsible Staff Members: Gabriel Raab, Senior IT Analyst
Olga Tikhomirova, Director of Finance

Background: The City has standardized on Microsoft products for its computer operating systems and office applications (Word, Excel, Power Point, Outlook) for many years. In addition, Microsoft products are used for file storage, device and user management, security, and compliance.

In 2018, the City Council approved a three-year Microsoft Enterprise Agreement with PCMG as part of the City's migration to the Office 365 system, procured through a cooperative purchasing program. Since that time, the number of licenses, product utilization, and total cost have increased significantly to support the City's expanded use of Microsoft's full suite of products for day-to-day business operations.

After the expiration of the 2018 agreement, staff continued to utilize valid cooperative purchasing contracts to ensure competitive pricing and compliance. However, due to operational oversight, subsequent renewals were not brought to City Council for formal approval. The most recent renewal contract executed in 2024 with Insight Public Sector under the County of Riverside Cooperative Purchasing Agreement, provides Microsoft licensing for a three-year period.

Staff is requesting that the City Council ratify this 2024 agreement and authorize the City Manager to execute subsequent renewal agreements procured under valid cooperative purchasing contracts, provided the renewal terms are substantially the same as the current agreement.

Issue and Discussion: Microsoft licensing is essential to maintain the City operations, ensure cybersecurity compliance, and support future technology growth. Each renewal term typically exceeds the City's purchasing threshold, requiring Council approval, even when the vendor, product suite, and contractual terms remain consistent.

Granting the City Manager the authority to execute future renewal agreements under the same cooperative purchasing framework will streamline the procurement process and reduce administrative delays, maintain compliance with software licensing requirements, ensure uninterrupted access to essential Microsoft services, and support ongoing scalability to meet staffing and technology needs.

Under this authority, staff would continue to procure Microsoft licenses at competitive cooperative purchasing rates and ensure that all renewal costs remain within adopted budget appropriations.

Financial Implications: The total cost of the 3-year agreement with Insight Public Sector is $357,150.36, payable in three annual installments.

- Year 1 - $119,050.12
- Year 2 - $119,050.12
- Year 3 - $119,050.12

Year one has been paid. Funding for subsequent annual payments is included in the current operating budget and will be incorporated into future Information Technology Division budgets (account 100-01840-46122).

Ratifying the existing contract and delegating authority for future renewals will ensure continuity of Microsoft services, cost stability through cooperative pricing, and improved administrative efficiency.

Environmental Considerations: This action is not a project requiring review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in direct or indirect physical changes in the environment).

Policy Implications: This action is consistent with Strategic Priority Efficient Government, Action Item 2.8, Evaluate appropriate systems and tools for processes and communications that are cyber safe.

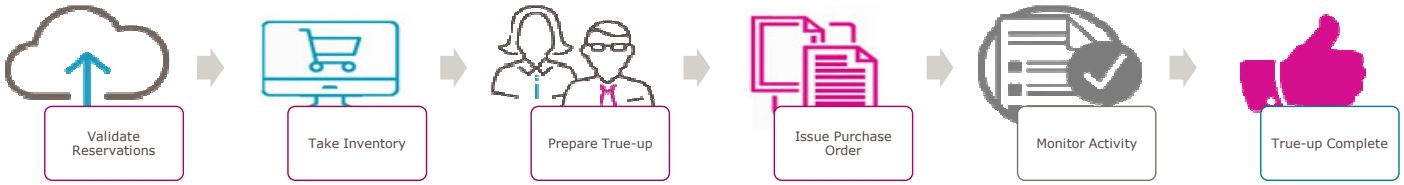
Year 1 True-up Instructions

City of South Lake Tahoe

INSIGHT TEAM

AGREEMENT INFORMATION

Enrollment	Program	Contract Type	Country	Currency
90774528	Enterprise 6	State Local Government	United States	USD
Agreement Start	**True-up Start**	**True-up End**	**Anniversary**	**Agreement End**
11/01/2024	9/02/2025	10/01/2025	11/01/2025	10/31/2027



7/09/2025	Validate Reservations	Review Monthly Subscriptions tab to ensure Online Service Reservations are correct (if applicable).	Insight and City of South Lake Tahoe
7/09/2025	Take Inventory	Take an inventory of all qualified devices and users, as well as additional products deployed within your organization.	City of South Lake Tahoe
7/30/2025	Prepare True-up	Compare inventory to the total number of licenses recorded in the True-up Worksheet and identify any license deficiencies or subscription overages.	Insight and City of South Lake Tahoe
8/20/2025	Issue Purchase Order	Create a purchase order to buy required licenses and/or reconcile outstanding Reservations.	City of South Lake Tahoe
10/01/2025	Monitor Activity	Insight processes the purchase order(s) and continues to monitor account for new Reservations.	Insight
10/01/2025	True-up Complete	Microsoft invoices True-up and/or Reservation orders and publishes updated license counts to the Volume License Service Center.	Microsoft

Insight PUBLIC SECTOR

Year 1 License Summary

City of South Lake Tahoe

Agreement Information

Enrollment	True-up Start	True-up End	Anniversary
90774528	9/02/2025	10/01/2025	11/01/2025

MONTHLY SUBSCRIPTION

Part Number	Product Description	Usage Country	Previous Count	Reserved Count	Total Subscriptions	
Enterprise Products - City of South Lake Tahoe 90774528						
AAA-11894	O365 G3 GCC Sub Per User	United States	288	10	298	
3QA-00008	Intune P1 Gov Sub AP Per User	United States	297	0	297	
AAA-12414	CCAL Bridge O365 Sub Per User	United States	288	0	288	See Note #1
Additional Products - City of South Lake Tahoe 90774528						
AAA-35418	Azure Monetary Commitment Provision	United States	1	0	1	
GLN-00001	Defender O365 P2 GCC Sub Per User	United States	286	12	298	
MQN-00001	Entra ID P2 Gov Sub Per User	United States	1	0	1	
EP2-24658	M365 Copilot GCC Sub Add-on	United States	1	10	11	
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States	4500	0	4500	
7MS-00001	Planner & Project P3 GCC Sub Per User	United States	9	1	10	
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	United States	288	0	288	
P3U-00001	Visio P2 GCC Sub Per User	United States	4	0	4	See Note #2

NOTES

1. The month in which each new license was deployed is required in order to accurately calculate true-up cost. Please contact your Insight rep for more information.
2. Effective August 2017, this product has been renamed from Visio Professional for Office 365 Gov (VisioProforOff365G) to Visio Online Plan 2 Gov (VisioOnlnP2G).

Microsoft Enterprise Agreement True-up Guide

Insight PUBLIC SECTOR

Reservations

City of South Lake Tahoe

Enrollment Number: 90774528

ONLINE SERVICE RESERVATIONS - ACTION REQUIRED

Part Number	Product Description	Usage Country	Reservation Number	Reservation Date	Usage Period Date	Coverage Start Date	Months to Anniversary	Quantity	Prorated Unit Price	Total
Enterprise Products - City of South Lake Tahoe 90774528										
AAA-11894	O365 G3 GCC Sub Per User	United States	25160930399027	6/09/2025	6/09/2025	7/01/2025	4	5	$82.38	$411.90
AAA-12414	CCAL Bridge O365 Sub Per User	United States		6/09/2025	6/09/2025	7/01/2025	4	5	$6.72	$33.60
AAA-11894	O365 G3 GCC Sub Per User	United States	25189176892202	7/08/2025	7/08/2025	8/01/2025	3	5	$61.78	$308.90
AAA-12414	CCAL Bridge O365 Sub Per User	United States		7/08/2025	7/08/2025	8/01/2025	3	5	$5.04	$25.20
Additional Products - City of South Lake Tahoe 90774528										
3QA-00008	Intune P1 Gov Sub Per User	United States	25189176892202	7/08/2025	7/08/2025	8/01/2025	3	1	$17.19	$17.19
GLN-00001	Defender O365 P2 GCC Sub Per User	United States	25160930399027	6/09/2025	6/09/2025	7/01/2025	4	5	$15.22	$76.10
GLN-00001	Defender O365 P2 GCC Sub Per User	United States	25189176892202	7/08/2025	7/08/2025	8/01/2025	3	7	$11.42	$79.94
EP2-24658	M365 Copilot GCC Sub Add-on	United States	2522801109359	1/22/2025	1/22/2025	2/01/2025	9	2	$274.73	$549.46
EP2-24658	M365 Copilot GCC Sub Add-on	United States	2523166963529	1/23/2025	1/23/2025	2/01/2025	9	3	$274.73	$824.19
EP2-24658	M365 Copilot GCC Sub Add-on	United States	2523481620974	1/23/2025	1/23/2025	2/01/2025	9	3	$274.73	$824.19
EP2-24658	M365 Copilot GCC Sub Add-on	United States	25133268642620	5/13/2025	5/13/2025	6/01/2025	5	2	$152.63	$305.26
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States	2530596222072	1/30/2025	1/30/2025	2/01/2025	9	500	$1.65	$825.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States	2530663674699	1/30/2025	1/30/2025	2/01/2025	9	500	$1.65	$825.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States	2559107936925	2/27/2025	2/27/2025	3/01/2025	8	500	$1.47	$735.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States	25121126525799	5/01/2025	5/01/2025	5/01/2025	6	500	$1.10	$550.00
7MS-00001	Planner & Project P3 GCC Sub Per User	United States	25140628718058	5/20/2025	5/20/2025	6/01/2025	5	1	$114.16	$114.16
									Year One Prorated Reservation Total:	$6,505.09
Enterprise Products - City of South Lake Tahoe 90774528										
AAA-11894	O365 G3 GCC Sub Per User	United States				11/01/2025	12	5	$247.13	$1,235.65
AAA-12414	CCAL Bridge O365 Sub Per User	United States				11/01/2025	12	5	$20.15	$100.75
AAA-11894	O365 G3 GCC Sub Per User	United States				11/01/2025	12	5	$247.13	$1,235.65
AAA-12414	CCAL Bridge O365 Sub Per User	United States				11/01/2025	12	5	$20.15	$100.75
Additional Products - City of South Lake Tahoe 90774528										
3QA-00008	Intune P1 Gov Sub Per User	United States				11/01/2025	12	1	$68.74	$68.74
GLN-00001	Defender O365 P2 GCC Sub Per User	United States				11/01/2025	12	5	$45.67	$228.35
GLN-00001	Defender O365 P2 GCC Sub Per User	United States				11/01/2025	12	7	$45.67	$319.69
EP2-24658	M365 Copilot GCC Sub Add-on	United States				11/01/2025	12	2	$366.30	$732.60
EP2-24658	M365 Copilot GCC Sub Add-on	United States				11/01/2025	12	3	$366.30	$1,098.90
EP2-24658	M365 Copilot GCC Sub Add-on	United States				11/01/2025	12	3	$366.30	$1,098.90
EP2-24658	M365 Copilot GCC Sub Add-on	United States				11/01/2025	12	2	$366.30	$732.60
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States				11/01/2025	12	500	$2.20	$1,100.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States				11/01/2025	12	500	$2.20	$1,100.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States				11/01/2025	12	500	$2.20	$1,100.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States				11/01/2025	12	500	$2.20	$1,100.00
7MS-00001	Planner & Project P3 GCC Sub Per User	United States				11/01/2025	12	1	$273.99	$273.99
									Year Two Annual Reservation Total (11/1/2025):	$11,626.57
Enterprise Products - City of South Lake Tahoe 90774528										
AAA-11894	O365 G3 GCC Sub Per User	United States				11/01/2026	12	5	$247.13	$1,235.65
AAA-12414	CCAL Bridge O365 Sub Per User	United States				11/01/2026	12	5	$20.15	$100.75
AAA-11894	O365 G3 GCC Sub Per User	United States				11/01/2026	12	5	$247.13	$1,235.65
AAA-12414	CCAL Bridge O365 Sub Per User	United States				11/01/2026	12	5	$20.15	$100.75
Additional Products - City of South Lake Tahoe 90774528										
3QA-00008	Intune P1 Gov Sub Per User	United States				11/01/2026	12	1	$68.74	$68.74
GLN-00001	Defender O365 P2 GCC Sub Per User	United States				11/01/2026	12	5	$45.67	$228.35
GLN-00001	Defender O365 P2 GCC Sub Per User	United States				11/01/2026	12	7	$45.67	$319.69
EP2-24658	M365 Copilot GCC Sub Add-on	United States				11/01/2026	12	2	$366.30	$732.60
EP2-24658	M365 Copilot GCC Sub Add-on	United States				11/01/2026	12	3	$366.30	$1,098.90
EP2-24658	M365 Copilot GCC Sub Add-on	United States				11/01/2026	12	3	$366.30	$1,098.90
EP2-24658	M365 Copilot GCC Sub Add-on	United States				11/01/2026	12	2	$366.30	$732.60
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States				11/01/2026	12	500	$2.20	$1,100.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States				11/01/2026	12	500	$2.20	$1,100.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States				11/01/2026	12	500	$2.20	$1,100.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	United States				11/01/2026	12	500	$2.20	$1,100.00
7MS-00001	Planner & Project P3 GCC Sub Per User	United States				11/01/2026	12	1	$273.99	$273.99
									Year Three Annual Reservation Total (11/1/2026):	$11,626.57

City of South Lake Tahoe

Quotation:	0924-City of South Lake TahoeVer1-MSEA-LOS	Insight Team	
Date:	October 1, 2024	Chris Robertson	
Enrollment:	75628102 - Preliminary Renewal	(480) 409-6775	
Contract:	ITARC-00930		

http://www.insight.com/azureterms

Customer understands and acknowledges that it is obtaining the software Products directly from Microsoft Corporation and that Insight provides no warranty to Customer covering the Products purchased hereunder. All warranties relating to such Products are granted solely by Microsoft Corporation.

Insight PUBLIC SECTOR

City of South Lake Tahoe

Quotation: 0924-City of South Lake TahoeVer1-MSEA-LOS
Date: October 1, 2024
Enrollment: **75628102 - Preliminary Renewal**
Contract: ITARC-00930

Subscription Start Date: **11/1/2024**
Subscription End Date: **10/31/2027**

Year One: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAA-12414	CCAL Bridge O365 Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	288	$20.15	$ 5,803.20
AAA-11894	O365 G3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	288	$247.13	$ 71,173.44
Additional Products								
AAA-35418	Azure Monetary Commitment Provision	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$0.00	$ -
GLN-00001	Defender O365 P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	286	$45.67	$ 13,061.62
MQN-00001	Entra ID P2 Gov Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$82.17	$ 82.17
3QA-00008	Intune P1 Gov Sub AP Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	297	$68.74	$ 20,415.78
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2500	$2.20	$ 5,500.00
7MS-00001	Project P3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	9	$273.99	$ 2,465.91
P3U-00001	Visio P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	4	$137.00	$ 548.00
						12 Month Total:		$ 119,050.12

Year Two: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAA-12414	CCAL Bridge O365 Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	288	$20.15	$ 5,803.20
AAA-11894	O365 G3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	288	$247.13	$ 71,173.44
Additional Products								
AAA-35418	Azure Monetary Commitment Provision	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$0.00	$ -
GLN-00001	Defender O365 P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	286	$45.67	$ 13,061.62
MQN-00001	Entra ID P2 Gov Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$82.17	$ 82.17
3QA-00008	Intune P1 Gov Sub AP Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	297	$68.74	$ 20,415.78
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2500	$2.20	$ 5,500.00
7MS-00001	Project P3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	9	$273.99	$ 2,465.91
P3U-00001	Visio P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	4	$137.00	$ 548.00
						12 Month Total:		$ 119,050.12

Year Three: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAA-12414	CCAL Bridge O365 Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	288	$20.15	$ 5,803.20
AAA-11894	O365 G3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	288	$247.13	$ 71,173.44
Additional Products								
AAA-35418	Azure Monetary Commitment Provision	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$0.00	$ -
GLN-00001	Defender O365 P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	286	$45.67	$ 13,061.62
MQN-00001	Entra ID P2 Gov Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$82.17	$ 82.17
3QA-00008	Intune P1 Gov Sub AP Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	297	$68.74	$ 20,415.78
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2500	$2.20	$ 5,500.00
7MS-00001	Project P3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	9	$273.99	$ 2,465.91
P3U-00001	Visio P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	4	$137.00	$ 548.00
						12 Month Total:		$ 119,050.12

Annual Quote SubTotal:	$	119,050.12
3 Year Quote GrandTotal:	**$**	**357,150.36**

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00930
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
COUNTY OF RIVERSIDE
And
INSIGHT PUBLIC SECTOR, INC.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Insight Public Sector, Inc., an Illinois corporation authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00930 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

SEP 10 2024 3.22

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Insight Public Sector, Inc.
Attn: Brittany Dunaway
2701 E. Insight Way
Chandler, AZ 85286
SLEDContracts@insight.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of

the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the

covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the signatory or entity is a corporation, the signatures of two corporate officers (the

president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

INSIGHT PUBLIC SECTOR, INC., an Illinois corporation authorized to conduct business in the State of California.

By: Scott Friedlander (Jul 8, 2024 16:21 EDT)
Name: Scott Friedlander
Title: President

Dated: Jul 8, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/9/2024

SEP 10 2024 3.22

DocuSign Envelope ID: 8F247AE4-28AE-481B-8F5A-FC77A475EFCD

INSIGHT PUBLIC SECTOR, INC.

an Illinois corporation

Consent in Lieu of Special Meeting of the Board of Directors

Pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983

The undersigned, being all of the directors of **INSIGHT PUBLIC SECTOR, INC.,** an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, do hereby consent to the adoption of, and do hereby adopt, the following resolutions, effective as of January 1, 2023, and declare them to be in full force and effect as if adopted at a regular scheduled meeting of the Board of Directors of the Corporation:

RESOLVED that the following persons are hereby elected to the following offices of the Corporation with such powers and duties as provided in the Articles of Incorporation and Bylaws of the Corporation, until the next annual meeting of the Board of Directors or until his or her successor(s) are duly qualified and elected:

Officer	Title
Scott Friedlander	President
Virginia Adams	Treasurer
Sharon Ennis	Secretary
Lisanne Steinheiser	Global Compliance Officer

RESOLVED that all business transacted by the Corporation, and all acts of the directors and officers of the Corporation with regard to the transaction of such business by the Corporation since the organization of the Corporation, are hereby ratified, approved, and confirmed.

This consent shall have the same force and effect as the unanimous vote of all the directors of the Corporation at a meeting duly called, convened, and held in accordance with the Articles of Incorporation and Bylaws of the Corporation.

In witness whereof, the undersigned have executed this written consent effective as of January 1, 2023.

DIRECTORS

DocuSigned by:

7ED39229A7B4451...

Scott Friedlander

DocuSigned by:

Sharon Ennis

42AE20D634134C2...

Sharon Ennis

Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. For any new enrollments entered into starting November 1, 2024, the LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Existing enrollments entered into prior to October 31, 2024 will be charged a 0.5% administrative fee. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:
    Riverside County Information Technology
    Attn: Accounts Receivable
    3450 14th Street, 4th Floor
    Riverside, CA 92501

Pricing:

1. **Microsoft Enterprise License Subscription and services**

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	1.75
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.75
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	1.75
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.75
All products for Select Plus Agreement No.7756479.		2.00
Microsoft Unified Support Services		2.50
Microsoft Consulting Services		2.50
Microsoft Incident Response		2.50

2. **License Support Provider (LSP) Solution Area Specific Capability:**

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	500+	All sizes including public sector agencies	Yes
Number of successful customer production SharePoint deployments/migrations?	500+	All sizes including public sector agencies	Yes
Number of successful customer production Teams deployments/migrations?	100+	All sizes including public sector agencies	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	100+	All sizes including public sector agencies	Yes
Number of people with specialized expertise on technologies listed above	1000+	All sizes including public sector agencies	Yes

3. **License Support Provider (LSP) service rates:**

Data and Artificial Intelligent	**Certified Competency (Yes/No)**	**Hourly Rate (On Premise)**
Build Intelligent Apps	Yes	$150-$275
Build Intelligent Agents	Yes	$150-$275
Machine Learning	Yes	$150-$275
Internet of Things	Yes	$150-$275
Globally distributed data	Yes	$150-$275
OSS Databases	Yes	$150-$275
Cloud Scale Analytics	Yes	$150-$275
Data Platform Modernization to Azure	Yes	$150-$275
Windows Server on Azure	Yes	$150-$275
Security & Management	Yes	$150-$275
Datacenter Migration	Yes	$150-$275
Modern Business Intelligence	Yes	$150-$275
Copilot	Yes	$150-$275
Biz Apps		
Customer Service	Yes	$150-$275
Field Service	Yes	$150-$275
Marketing	No	NA
Talent	No	NA
Finance and Operations	Yes	$150-$275
Business Central	Yes	$150-$275
Power Apps	Yes	$150-$275
Power BI	Yes	$150-$275
Apps and Infrastructure		
Azure Stack	Yes	$150-$275
High Performance Compute	No	NA
Cloud Native Apps using Serverless	Yes	$150-$275
Modernize Apps	Yes	$150-$275
SAP on Azure	No	NA
Linux on Azure	Yes	$150-$275
Dev Ops	Yes	$150-$275
Business Continuity & Disaster Recovery	Yes	$150-$275
Windows Server on Azure	Yes	$150-$275
Security & Management	Yes	$150-$275
Datacenter Migration	Yes	$150-$275
Modern Workplace		
User Adoption & Change Management	Yes	$150-$275
Security	Yes	$150-$275
GDPR & Compliance	Yes	$150-$275
Teamwork	Yes	$150-$275
Calling & Meetings	Yes	$150-$275
Modern Desktop	Yes	$150-$275
Office 365 Migration Assistance	Yes	$150-$275
Mail	Yes	$150-$275
Teams	Yes	$150-$275
SharePoint	Yes	$150-$275
OneDrive	Yes	$150-$275

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	TBD

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Insight Public Sector, Inc.

Name: Scott Friedlander Title: SVP Public Sector

Address: 2701 E. Insight Way

City: Chandler Zip Code:85286 Telephone #: 301-233-2392

Fax #: Email: Scott.Friedlander@insight.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Scott Friedlander — 5/2/2024
Signature — Date

Scott Friedlander — IPS SVP
Printed Name — Title

Signature: Scott Friedlander
Email: scott.friedlander@insight.com

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

2.Insight Public Sector Inc.- LSP Agreement no. ITARC-930-FINAL

Final Audit Report 2024-07-08

Created:	2024-07-08
By:	Penny Musser (Penny.Musser@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHeMbvMzZrepnbpxmYGjzjidgJ_gwM8ZQ

"2.Insight Public Sector Inc.- LSP Agreement no. ITARC-930-FINAL" History

Document created by Penny Musser (Penny.Musser@insight.com)
2024-07-08 - 4:36:50 PM GMT- IP address: 20.94.5.128

Document emailed to scott.friedlander@insight.com for signature
2024-07-08 - 4:38:04 PM GMT

Email viewed by scott.friedlander@insight.com
2024-07-08 - 8:20:35 PM GMT- IP address: 108.51.31.121

Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2024-07-08 - 8:21:07 PM GMT- IP address: 108.51.31.121

Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
Signature Date: 2024-07-08 - 8:21:09 PM GMT - Time Source: server- IP address: 108.51.31.121

Agreement completed.
2024-07-08 - 8:21:09 PM GMT

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for 'Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	FORM APPROVED COUNTY COUNSEL
Printed First and Last Name* Ines Mark	BY: NEAL R. KIPNIS DATE 11/7/13
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	

** indicates required field*

Prepared By: Name of Preparer Email of Preparer

Microsoft Volume Licensing

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. Internal Reassignment of Licenses and Software Assurance.

(i) For Products other than the desktop operating system upgrade. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) For desktop operating systems. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. Term and termination.

a. Term. This agreement will remain in effect unless it is terminated by either party as described below.

b. Termination without cause. Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. Mid-term termination for non-appropriation of Funds. Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. Termination for breach. Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

11. Restrictions on use.

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. Confidentiality.

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

   (i) is, or becomes, publicly available without a breach of this agreement;

   (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

   (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

   (iv) is independently developed; or

   (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

   (i) In general. Subject to the other terms of this agreement, each party agrees:

      1) it will not disclose the other's Confidential Information to third parties; and

      2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. Defense of infringement, misappropriation, and third party claims.

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside

4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date)	7/1/2013

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

** Indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 1/30/2020

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"**Customer**" means the legal entity that has entered into the Agreement;

"**Customer Data**" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"**Fix**" or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"**Microsoft**" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"**Professional Services**" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

*4. **Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

*5. **Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

*6. **Warranties.***

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

City of South Lake Tahoe

Purchase Order No.
13066

Vendor: INSIGHT PUBLIC SECTOR
PO BOX 731072
DALLAS, TX 75373-1072

Deliver To: INFORMATION TECHNOLOGY DIVISION
Sebastian Knapp 530-542-6067
1700 D ST FL 2
SOUTH LAKE TAHOE, CA
96150-6227

PR No R14190 **Status** PO **Requested By:** Olga Tikhomirova **Date Required:** 11/01/24 **Date Issued:** 11/18/24
Vendor Primary Phone: **Vendor Fax:** **Terms:** FOB

#	Description	Account Number:	Quantity	Unit Price	Tax/Other	Extended Amt
		****** AS OF 4/01/2021 ******* OUR SALES TAX RATE IS 8.75% TO EXPEDITE PAYMENT BE SURE TO INCLUDE CORRECT TAX ON INVOICE ******************************				
0001	Microsoft Intune -	10001840-4612 0 (100%) TOOLS, PARTS AND LEASES<$10K	297.00	$68.74	0.00	$20,415.78
0002	Microsoft Project Online	10003210-4612 2 (100%) SOFTWARE PURCHASES/U PGRADES	9.00	$273.99	0.00	$2,465.91

0003	Microsoft Office 365 (Plan G3) - subscription license (1 month) COUNTY OF RIVERSIDE MICROSOFT LSP AGREEMENT(#PSA-0001526 /RIVCO-2 020-RFQ-0000048)coverage period: 11/01/24 - 10/31/25LICENSE :75628102 AUTHORIZATION NUMBER : ANNUAL BILLING DUE 11/1/2024	10001840-4612 2 (100%) SOFTWARE PURCHASES/U PGRADES	288.00	$247.13	0.00	$71,173.44
0004	Microsoft Core CAL Bridge for Office 365 -subscription license (1 month) - 1 user CAL270 COUNTY OF RIVERSIDE MICROSOFT LSP AGREEMENT(#PSA-0001526 /RIVCO-2 020-RFQ-0000048)coverage period: 11/01/24 - 10/31/25 LICENSE :75628102 AUTHORIZATION NUMBER : ANNUAL BILLING DUE 11/1/2024	10001840-4612 2 (100%) SOFTWARE PURCHASES/U PGRADES	288.00	$20.15	0.00	$5,803.20

0005	Microsoft Office 365 Threat Intelligence -subscription COUNTY OF RIVERSIDE MICROSOFT LSP AGREEMENT(#PSA-0001526 /RIVCO-2 020-RFQ-0000048)coverage period: 11/01/24 - 10/31/25 LICENSE :75628102 AUTHORIZATION NUMBER : ANNUAL BILLING DUE 11/1/2024	10001840-4612 2 (100%) SOFTWARE PURCHASES/U PGRADES	286.00	$45.67	0.00	$13,061.62
0006	Microsoft Office 365 Extra File StorageAdd-on - subscription license - 1 GB capacity1,000 COUNTY OF RIVERSIDE MICROSOFT LSP AGREEMENT(#PSA-0001526 /RIVCO-2 020-RFQ-0000048)coverage period: 11/01/24 - 10/31/25 LICENSE :75628102 AUTHORIZATION NUMBER : ANNUAL BILLING DUE 11/1/2024	10001840-4612 2 (100%) SOFTWARE PURCHASES/U PGRADES	2,500.00	$2.20	0.00	$5,500.00
0007	Entra ID P2 Gov Sub Per User	10001840-4612 2 (100%) SOFTWARE PURCHASES/U PGRADES	1.00	$82.17	0.00	$82.17

0008	Microsoft Visio Pro for Office 365 -subscription COUNTY OF RIVERSIDE MICROSOFT LSP AGREEMENT(#PSA-0001526 /RIVCO-2 020-RFQ-0000048)coverage period: 11/01/24 - 10/31/25	10003210-4612 2 (100%) SOFTWARE PURCHASES/U PGRADES	2.00	$137.00	0.00	$274.00
0009	Microsoft Visio Pro for Office 365 -subscription COUNTY OF RIVERSIDE MICROSOFT LSP AGREEMENT(#PSA-0001526 /RIVCO-2 020-RFQ-0000048)coverage period: 11/01/24 - 10/31/25	10001840-4612 2 (100%) SOFTWARE PURCHASES/U PGRADES	2.00	$137.00	0.00	$274.00

****
** CONFIRMING ORDER **
****
** DO NOT DUPLICATE **
****

PO TOTAL: **$119,050.12**

Approved By: O. Tikhomirova (Budget OK; annual renewal)

Olga Tikhomirova

X Joseph P. L.

11/18/2024

City of South Lake Tahoe
Standard Terms and Conditions of Purchase

1. **Contract:** Unless a separate written agreement covering this purchase has been signed by both parties, this purchase order constitutes the City of South Lake Tahoe's offer to seller and it shall become a binding contract upon the Terms and Conditions set forth herein upon acceptance of seller either by acknowledgement or commencement of performance. Any terms and conditions (including price and delivery dates) proposed by the seller which are inconsistent with or in addition to these terms and conditions shall be void and of no effect unless and to the extent expressly accepted by the City of South Lake Tahoe in writing.

2. **Invoices:** Submit fully itemized invoice to the address indicated on the purchase order. Invoices may also be submitted as a PDF attachment to: **invoice@cityofslt.us.** Submit a SEPARATE invoice for each order or shipment. Mark each invoice and all shipping documents with the purchase order number. Using an incorrect PO number or no number will slow payment of the invoice.

3. **Sales Tax:** Purchase orders reflect a sales tax of **8.75%**; vendors who sell taxable goods in the City of South Lake Tahoe or who deliver taxable goods into the City via their own vehicles are required to collect this tax. **Out-of-state vendors** are not required to collect sales tax as the City is authorized to pay use tax directly to the Calif. State Board of Equalization (SRXKH 29-609144).

4. **Delivery:** Deliver all items to the "Deliver To:" address on the purchase order. Attach an itemized delivery ticket, bearing the purchase order number, to the shipment to insure timely payment. **Report** delays in shipment immediately to the purchaser. Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, and it will be the seller's responsibility to pick up rejected goods and materials, make the necessary corrections and redeliver acceptable goods and materials. **Note:** most City facilities do not have a loading dock and delivery via a lift gate truck may be necessary.

5. **Shipping Charges:** Unless otherwise agreed to, all shipments must be **F.O.B. destination**. Delivery costs not set forth in this purchase order will not be paid.

6. **Payment:** The time for payment of invoices, less any discounts offered, shall run only from the date that correct invoices are received by the purchaser.

7. **Warranty:** Seller warrants that all articles will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished by purchaser, seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purpose intended by the purchaser. Seller's warranties, together with its service guarantees, shall run to purchaser and its users of the articles and shall not be deemed to be exclusive. Purchaser's inspection, approval, acceptance, use of or payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty has become or should have become evident at the time.

8. **Liability:** If an article sold or delivered to purchaser is protected by a patent or copyright, seller agrees to indemnify and save harmless the purchaser from and against any and all suits, claims, judgments, and costs instituted or recovered against it on account of the use or sale of such articles by the purchaser in violation of rights under such patent or copyright.

9. **Cancellations:** The purchaser shall have the right to terminate this contract at any given time upon giving ten days written notice to the seller. Purchaser reserves the right to cancel any order where goods or services are not received within ninety days of the purchase order date, unless a longer of shorter delivery period is specified in the "Date Required" section of the Purchase Order.

10. **Default:** In case of a default of the seller, the purchaser may procure the articles or services from another source and charge the seller as liquidated damages any excess cost or damages occasioned thereby.

11. **Insurance:** When applicable, seller must provide satisfactory proof of general liability, automotive liability and workers' compensation insurance coverage as prescribed in "Terms and Conditions Form2 – Insurance Requirements". Applicability of insurance requirements is the sole determination of the City Attorney.

12. **Indemnity:** Seller agrees to indemnify, defend and hold harmless the City of South Lake Tahoe, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, included associated costs of investigation and defense arising in any manner from seller's negligence, recklessness, or willful misconduct in the performance of this purchase order.

13. **Licensing Requirements:** Seller warrants that it has complied with any and all state and local licensing requirements and agrees to obtain a City of South Lake Tahoe Business License if seller's company is located in or provides services in the City.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #: 14

Agenda Item: Amendment No. 5 to Professional Services Agreement with Wildscape Engineering, Inc.

Executive Summary: The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The City is currently focused on the large upper watershed area subject to historic flooding, development impacts in stream environment zones (SEZ), and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe. The Upper Bijou Park Creek Watershed Restoration Project contains nine different subprojects within the Bijou Park Creek watershed. It became apparent to staff in the spring of 2025 that the original Wildscape contract (attachment 3) that includes up to three sets of construction documents would not be sufficient to deliver all subprojects part of the overall watershed project with the current available funding to construct these projects. The original contract assumed that all subprojects would be grouped into three sets of construction projects that installed improvements in various areas of the watershed. Due to funding limitations, each of the subprojects will likely need to be bid out and constructed as standalone projects as occurred with the projects in the 2025 season. To accommodate each of the projects being delivered as standalone projects, the consultantâ€™s scope and compensation need to be adjusted accordingly. Wildscape prepared a proposal for preparation of final bid documents, permits, and associated construction support services for the remaining projects (attachment 7). Additionally, there is a need for Wildscape to provide stormwater monitoring services for the Stormwater Pollution Prevention Plans (SWPPPs) required by the Lahontan Regional Water Quality Control Board for both the Rockwood to Blackwood Drainage Improvements Project and the Aloha Basin Project. These costs and scope of work are also included in attachment 7. Should City staff be able to supplement any of the stormwater and mitigation monitoring activities, time billed by the consultant will be reduced accordingly.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 5 to the Agreement with Wildscape Engineering, Inc. for additional final bid documents, permits, construction support services, and QSP/SWPPP services for the Upper Bijou Park Creek Watershed Restoration Project for the amount of $150,000 for a total not-to-exceed contract amount of $705,258.51.

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

Reviewed and Approved By: John Dickinson, Intermin Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report-Amendment 5 Wildscape.docx
02-Project Location Map.pdf
03-Wildscape PSA C-106-2021.pdf
04-Wildscape PSA Amendment 1.pdf
05-Wildscape PSA Amendment 2.pdf
06-Wildscape PSA Amendment 3.pdf

09-Amendment No. 4 with Wildscape
08-Amendment No. 5 with Wildscape.doc
07_Exhibit to Amendment 5.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: November 4, 2025

Title: Amendment 5 to Agreement with Wildscape Engineering, Inc. for Final Bid Documents, Permits, Construction Support Services, and QSP/SWPPP Services for the Upper Bijou Park Creek Watershed Restoration Project

Location: Bijou Park Creek Watershed

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

Background: The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The City is currently focused on the large upper watershed area subject to historic flooding, development impacts in stream environment zones (SEZ), and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe.

On September 7, 2021, the City Council approved a contract with Wildscape Engineering, Inc. (Wildscape) for professional services to complete the environmental document, plans, specifications, and estimates and property acquisition services for this project for a not to exceed the amount of $460,906.69, plus $7,500 in contingency budget. (See attachment 3 for Original Agreement.) On March 14, 2023, June 18, 2024, and January 14, 2025, the City Council passed motions authorizing Amendment 1 (attachment 4), 2 (attachment 5), and 3 (attachment 6) respectively, to the professional services agreement with Wildscape for additional services related to the project. Amendment 4 was a time extension only of the original contract.

The Upper Bijou Park Creek Watershed Restoration Project contains nine different subprojects within the Bijou Park Creek watershed: Rockwood to Blackwood Drainage Improvements, SEZ Enhancement, Tamarack Culvert (Part of SEZ Enhancement), Shirley to Whole Foods, Bijou School Frontage Drainage Improvements, Aloha Basin, Needle Peak Localized Treatment, Ski Run Diversion, Osgood Basin Expansion, and Pioneer Crossing. During the 2025 construction season, the Rockwood to Blackwood Drainage Improvements and Aloha Basin projects were constructed. During the 2026 construction season, it is anticipated that the United States Forest Service (USFS) will construct the SEZ Enhancements Project and the City will fund and construct the corresponding Tamarack Culvert project as a match to the grant the USFS received. Pioneer Crossing design may be included with the Dennis Machida Phase 1C Project rather than with the Upper Bijou Park Creek Watershed Restoration Project. Since this is a time

and materials, not to exceed contract, if this project is removed from the Upper Bijou Park Creek Watershed Restoration Project, time will not be billed.

Issue and Discussion: It became apparent to staff in the spring of 2025 that the original Wildscape contract (attachment 3) that includes up to three sets of construction documents would not be sufficient to deliver all subprojects part of the overall watershed project with the current available funding to construct these projects. The original contract assumed that all subprojects would be grouped into three sets of construction projects that installed improvements in various areas of the watershed. Due to funding limitations, each of the subprojects will likely need to be bid out and constructed as standalone projects as occurred with the projects in the 2025 season. To accommodate each of the projects being delivered as standalone projects, the consultant's scope and compensation need to be adjusted accordingly. Wildscape prepared a proposal for preparation of final bid documents, permits, and associated construction support services for the remaining projects (attachment 7). Additionally, there is a need for Wildscape to provide stormwater monitoring services for the Stormwater Pollution Prevention Plans (SWPPPs) required by the Lahontan Regional Water Quality Control Board for both the Rockwood to Blackwood Drainage Improvements Project and the Aloha Basin Project. These costs and scope of work are also included in attachment 7. Should City staff be able to supplement any of the stormwater and mitigation monitoring activities, time billed by the consultant will be reduced accordingly.

The total cost for the additional services is proposed to be $344,414.30. During the Capital Improvements Project (CIP) Presentation on June 3, 2025, it was noted that approximately $350,000 would be needed to finish design and associated tasks for the overall watershed project. During the annual budget workshop on August 26, 2025, $150,000 was recommended to be allocated to the Upper Bijou Park Creek Watershed Restoration Project for design services. This will allow the consultant to complete over the winter stormwater monitoring of the Rockwood to Blackwood Drainage Improvements Project and Aloha Basin Project, and finish design and permitting for a portion of the remaining projects. Amending Wildscape's contract to include the annual budget allocation for $150,000 will result in a total not-to-exceed contract amount of $705,258.51. (See attachment 7 for Amendment 5 to the Agreement.)

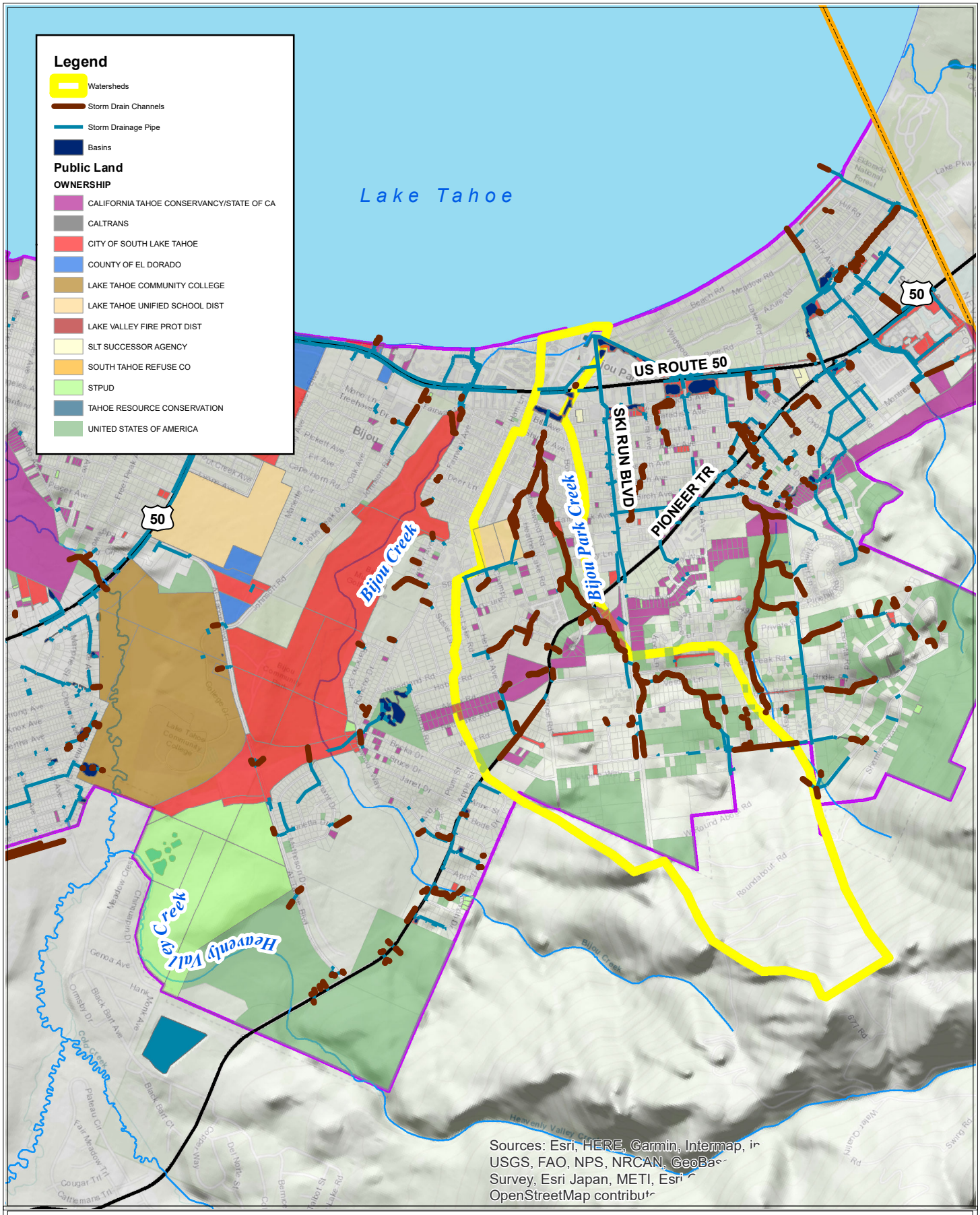
Financial Implications: The City has received total grant funds in the amount of $1,750,000 from the US Forest Service and the City has allocated $120,000 in Undesignated General Funds as a matching component (Resolutions 2021-046 and 2022-066). Resolution 2024-064 previously allocated $482,655 in ARPA funding and Resolution 2024-120 reallocated an additional $173,545 in ARPA funding to the Upper Bijou Park Creek Project. $400,000 in TRPA mitigation funding was also allocated to the project (Resolution 2024-095).

After the construction award to FW Carson Co. for the Rockwood to Blackwood Drainage Improvements Project for a total contract cost of $1,750,421.00, plus a 10% contingency for $175,042.10 (Resolution 2024-120), remaining funds in the project account have been used for ancillary project expenses such as consultant construction services support (amendment number 3 to the consultant contract), required pre-construction wildlife surveys, labor code compliance, material testing, etc.

During the annual budget presentation, $150,000 in general funds was allocated to the Upper Bijou Park Creek Watershed Restoration Project for design. During mid-year budget, it is anticipated that staff will return to City Council to request the additional $194,414.30 needed to finalize the overall watershed project (refer to attachment 7 for total anticipated need).

Environmental Considerations: After completing all public noticing and review period required by relevant state laws, the Planning Commission adopted the CEQA Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020 (SCH # 202090564). Addendum No. 1 was completed April 23, 2024, to document minor changes for staging and access, and other minor adjustments to the footprint of the channel improvements and drainage designs. On May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration for the Project.

Policy Implications: Completing project improvements will assist with advancing the City Council Strategic Priority, ***Protect the Natural Environment***, by 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).



Department Of Public Works - Engineering Division

Bijou Park Creek
Watershed Location

0 500 1,000 2,000
Feet

Eric Friedlander
City of South Lake Tahoe
3/15/2019

Document Path: J:\PWCS 2016\16-30140051_Upper Bijou Park Creek Restoration\26_RFP\2019_Planning_Design\(01)RFP Files\BasemapPortrait 03062017.mxd

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CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 7th day of September 2021 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Wildscape Engineering, Inc.("Consultant").

RECITALS

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

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

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

AGREEMENT

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

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

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Bijou Park Creek Watershed Restoration Project Phase 2 Engineering Services Scope,"** 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.

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$460,906.69** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

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

8. Consultant's Books and Records.

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

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

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

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by

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any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any

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Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

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

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

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

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

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

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

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

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

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

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

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

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to

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commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

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

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

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

If to Consultant:

Provide a copy to:

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

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

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of

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the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

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

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

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

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By Joe Irvin

Joe Irvin
City Manager

Date 9/10/2021

CONSULTANT:

By Carol W Beahan

Carol Beahan, P.E., President
Wildscape Engineering Inc.

Date AUGUST 23, 2021

Business License # 006076

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APPROVED AS TO FORM:

By Heather Stroud Date 9/10/2021

Heather Stroud
City Attorney

ATTEST:

By Date 9/10/2021

Susan Blankenship, City Clerk

Attachments:

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

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

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EXHIBIT A

SCOPE OF SERVICES

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WILDSCAPE ENGINEERING

Bijou Park Creek Watershed Restoration Project Phase 2 Engineering Services Scope

Prepared for

Public Works Department
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA
96150

Submitted by

Wildscape Engineering Inc.
South Lake Tahoe, CA

August 20, 2021

C-106-2021

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WILDSCAPE ENGINEERING

Civil and Restoration Design Services
www.wildscape-engineering.com
(530) 600-1810

August 20, 2021

Jason Burke
Project Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Re: Phase 2 Scope for Final Engineering Design, Planning and Permitting Services for the Bijou Park Creek Watershed Restoration Project

Dear Mr. Burke,

Respectfully submitted is our updated Final Engineering Design and Planning Services Scope for the second phase of the Bijou Park Creek Watershed Restoration Project. Wildscape Engineering, Inc. is pleased and excited to continue to provide professional engineering and related services to develop and advance the stormwater collection, conveyance, and treatment improvements for the Bijou Park Creek Watershed to final construction documents and permits.

Please contact me if you have questions or need additional information. Our entire team looks forward to continuing on this important project.

Sincerely,



Carol Beahan, PE, QSD, President
carol@wildscape-engineering.com
(530) 600-1810 / (415) 517-1375 cell

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Civil and Restoration Design Services
www.wildscape-engineering.com
(530) 600-1810

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I. INTRODUCTION

We are pleased to provide this update to the Phase 2 scope and costs for the continuation of the Bijou Park Creek Restoration Project (Project) for the City of South Lake Tahoe. **Wildscape Engineering Inc. (Wildscape Engineering)** will proceed with the same team of design and environmental experts that were originally contracted for both Phase 1 and Phase 2. Together with our sub-consultants, **Northwest Hydraulic Consultants (NHC), Nevada Tahoe Conservation District (NTCD), Catalyst Environmental Solutions Corporation (Catalyst), Insite Land Surveys, Western Botanical Services, Interwest Consulting Group, and Lynn Barnett & Associates** we have decades of experience and several implemented projects in the Tahoe Region, including direct experience in the Bijou Park Creek watershed from the Heavenly Ski Resort headwaters to the lower urbanized drainages. We are cognizant of the need to design facilities that will be reliable over the long term and easy to access and maintain. We also recognize the threat of unintended consequences, such as raising water tables in locations where drainage problems do not currently exist.

II. SCOPE OF WORK UNDERSTANDING

OVERVIEW

The 850-acre Bijou Park Creek watershed represents a highly altered watershed due to the diversion of the headwaters of Keller Canyon at Heavenly Valley Ski Resort into it. The artificial expansion of the watershed has greatly increased peak flows, which directly leads to flooding problems in the lower watershed, particularly in the vicinity of Bill and Shirley Avenues. Early development of the low-lying properties in or adjacent to SEZs such as along Blackwood Avenue and in the vicinity of Woodbine have only exacerbated the problems. Phase 1 aimed for water quality improvements and flood alleviation via various means and locations listed here and carried through 30% designs and CEQA document. The Project Team will continue to refine the designs through 60, 90 and 100 percent detail, complete the appropriate NEPA environmental document and special studies, and be open and flexible to change as new information and priorities emerge.

30% Project List

- Needle Peak Localized Treatment
- Shirley to Whole Foods
- Osgood Expansion
- Ski Run Blvd Diversion
- Pioneer Crossing Culvert
- Bijou Park Creek SEZ Enhancement
- Upper Bijou Park Creek
- Keller Canyon Bypass
- Bijou School Frontage Drainage Improvements
- Rockwood to Blackwood Drainage Improvements
- Aloha Basin

PROJECT WORK TASKS AND APPROACH

The following Project Work Tasks are a composite of those listed in the RFP #02-01-2019 altered to reflect the later phases of design and with modifications to better inform and guide stakeholders, develop a legally-defensible NEPA document, acquire the necessary land use permissions, and develop fully executable and sound plans, specifications, and cost estimates for 65, 90, and 100% designs.

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TASK 1. PROJECT MANAGEMENT, OUTREACH, PUBLIC MEETINGS, AND COORDINATION

1.1 TAC, Public, and Client Meeting Continued Coordination and Participation, Project Management

The Project Manager will coordinate directly with the City of South Lake Tahoe (City) Project Manager and the design team members to schedule, prepare for, and facilitate all design team meetings, property owners' meetings, public meetings, and Technical Advisory Committee (TAC) meetings. We will prepare all draft meeting agendas, presentations, public outreach materials (meeting letters & notices), sign-in sheets, plan sheets, materials samples, etc. for the City's review prior to finalizing and displaying/sharing in the various meeting forums.

This task includes time to coordinate with concurrent project efforts in the vicinity of Bijou Park Creek including the California Tahoe Conservancy's Greenway Project, Southwest Gas and South Tahoe Public Utility District utility line upgrades and the Pioneer Trail Pedestrian Improvement Project.

This task includes time to prepare for and participate in 60% and 90% Design Review Meetings with City staff and TAC members. Under this task, we will produce high quality exhibits to help portray the design development information, amenity features, and planning stages to the attendees at the various meetings stated above.

1.2 Phase 2 Kick Off Meeting

We propose as part of Task 1 to conduct a Phase 2 Kick Off meeting in the field with the City and Design Team to review existing conditions, 30% designs, and proposed design changes. This meeting will specifically discuss evaluating the capacity and inner workings of the Wildwood Basin and Overflow to accommodate potential changes to the location of Keller Bypass.

1.3 Planning Commission and City Council Meetings

There is a critical need to keep both the Planning Commission and City Council appraised of milestones, accomplishments, and deliverables. The regularly scheduled meetings of these bodies provide an opportunity to solicit feedback from both the council and commission members as well as the general public in short workshop-type agenda items. Our Project Manager will lay out and reach agreement with the City Project Manager the key design deliverables that should be presented in this way to these committees to streamline the Major Design Review process and Catalyst and key team members will present to the City Planning Commission and City Council the NEPA documents for discussion and adoption.

TASK 2. SITE SURVEYING

Some supplemental surveying of existing stormdrain infrastructure is required to refine the 30% designs moving into 60% detail and evaluate proposed changes. For example, inlet elevations of the recently installed culvert crossings at Pioneer Trail and Charlesworth Court will be surveyed in order to accurately show current conditions on the plans. Additional survey data will be collected on Spruce Avenue infrastructure to inform the Bijou School Frontage Drainage Improvement designs and on Sonora Avenue down to Osgood Basin in order to inform designs for the potential revised Keller Clean Water Bypass alignment down Sonora rather than Ski Run.

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In order to fine tune the Bijou Park Creek hydraulic model completed during Phase 1 that was based on available LiDAR topographic data and therefore didn't fully capture the current channel and floodplain details, we propose conducting a Total Station topographic survey of the Bijou Park creek channel and floodplain within the project limits. Wildscape and NTCD engineers will conduct the survey and consult with NHC and the landowner and key stakeholder, USDA Forest Service Lake Tahoe Basin Management Unit (LTBMU) to ensure all key channel and floodplain data is collected in sufficient detail.

2.1 Supplemental Survey for Stormdrain Design and Bijou Park Creek Hydraulic Model Refinement

Supplemental surveying will be conducted to capture additional existing pipe inverts including a full utility survey/dip for Keller Bypass, additional survey data for Bijou School, the recently installed pipeworks at Pioneer Crossing and areas along Blackwood to support detailed design development.

To develop a more comprehensive and accurate hydraulic model to inform restoration designs for Bijou Park Creek a Total Station survey will be conducted to collect the channel longitudinal profile, representative cross-sections, and cross-valley berms to sufficiently define the HEC-RAS 2-D surface, adjacent pavement elevations, and key drainage inputs. This effort will facilitate a more accurate hydraulic assessment of the channel capacity, determine any potential flood risk to adjacent property or infrastructure and help refine stream restoration designs of the Bijou Park Creek Restoration project, the Rockwood to Blackwood outfall, and improvements where the creek crosses Tamarack Ave and Warner Salas Dr.

Property boundary surveys will be conducted for up to five parcels by licensed Land Surveyor, Chip Brejc of Insite Land Surveys to support lot line adjustments, easements and/or real property acquisitions necessary to construct the project.

2.2 Utility Coordination and Identification

This task will build off the utility information collected and incorporated in the 30% plans and where conflicts may be unavoidable, we will work cooperatively with the various utilities to perform potholing using high accuracy GPS or land surveying instruments for recording and documenting in order to precisely determine elevations and any necessary avoidance measures.

Task 2 Deliverables:

- All survey control and survey data points as CAD files.
- Electronic and hardcopies of updated Topographic Base Map

TASK 3. HYDROLOGIC AND HYDRAULIC ANALYSIS

Hydrologic and hydraulic analysis will continue building off of the efforts completed during Phase 1 in order to investigate new alternatives introduced during the later stages of 30% design and support design development as it moves through 60% and 90% detail levels.

3.1 Hydrology and Hydraulics Study for Revised Keller Bypass and Wildwood Basin

Recent comments received from the City upon review of the 30% designs included a request to explore the feasibility of an alternative route for the Keller Clean Water Bypass project. Up to three alternatives will be explored that utilize streets other than Ski Run for the bypass. Determining the feasibility of alternative routes and a possible alternative outlet (the Wildwood Basin outlet instead of the Osgood Basin outlet) will require

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further hydraulic analysis, an additional site visit, and continued consultation with the City. There is already a substantial amount of information related to the hydraulics in this area so further exploration should be minimal.

3.2 Updates to PLRM

Since sediment removal is a key objective of this project, the PLRM will be updated as the project progresses to evaluate the impacts of the proposed design on water quality. The team will provide technical support to the City Project Manager to update the models as designs are further developed.

3.3 Bijou Park Creek 2-Dimensional Hydraulic Model

As discussed in Task 2.1 further refinement to SEZ design features is needed and will require further development of a 2-dimensional hydraulic model with the additional creek and floodplain field survey data collected under Task 2.

The development of the 2-dimensional hydraulic model involves pulling the field survey and LiDAR topographic data into a digital elevation model, applying appropriate Manning's n values based on creek and floodplain cover/condition, establishing boundary conditions, and calibrating if possible, using any known stage-discharge relationships. Once operational and calibrated the model will be used to infer existing and future hydraulic conditions under scenarios corresponding with up to two restoration design alternatives. Results from the hydraulic modeling that will inform design development include modeled stage-discharge relationships across the project site, shear stresses induced on the stream channel, banks and floodplain, and flow velocities and preferential flow paths through the floodplain improvement areas.

3.4 Osgood to Wildwood to Lake Hydraulic Analysis (NEW TASK)

Based on previous hydraulic analysis of the Wildwood Basin overflow capacity, NHC will estimate the maximum amount of flow to be diverted into the expanded Osgood Basin and provide recommendations on the hydraulic design of the diversion into the expanded basin. Our design and water resource engineers will analyze the expanded Osgood basin outlet pipe capacity at various tailwater elevations in Wildwood to check that the proposed design will not cause any backwatering into Osgood basin.

Task 3 Deliverables:

- Supplemental Hydrology and Hydraulics Report with figures and appendices.

TASK 4. ENVIRONMENTAL DOCUMENTS

Preparation of environmental documents will be led by Catalyst. Under this task, Catalyst will base their approach on their expert knowledge of NEPA guidance, and other associated applicable policies and guidelines. While the CEQA has been completed some final steps are required to complete NEPA.

4.1 Updates to Proposed Project Description for NEPA and CEQA

Catalyst and Wildscape have discussed NEPA compliance with USFS to determine the preferred path forward. The USFS has indicated that the Project may be processed as a Categorical Exclusion, in which case, USFS would complete NEPA internally and Catalyst would provide USFS staff with supporting documentation as-requested.

4.2 CEQA Compliance – Addendum to the MND

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Catalyst will prepare an Addendum for the CEQA Mitigated Negative Declaration (MND) to analyze potential impacts of the Keller Clean Water Bypass Project design. Under CEQA Guidelines Section 15164, the responsible agency (City of South Lake Tahoe) must prepare an addendum to an adopted MND if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for Environmental Impact Report (EIR) have occurred.

The following outline demonstrates how the addendum could be structured and the contents to be included:

- Introduction
- Summary of Proposed Project
- Proposed Modification to the Mitigated Negative Declaration and Basis for an Addendum
- Project Description
- Analysis of Potential Environmental Impacts Associated with the Proposed Modification
- Conclusions
- List of Preparers
- References

The addendum need not be circulated for public review but can be included in or attached to the final adopted negative declaration.

4.3 Tribal Notification Letter and Section 106 Letters

Catalyst will prepare a draft tribal engagement letter and submit to USFS for review/edit. We will finalize the letter and resubmit to USFS. In the event that a Tribe wishes to engage in government-to-government consultation, Catalyst will support USFS in this consultation and memorialize the exchange with notes and records.

4.4 Baseline Cultural Assessment and Report

Coordinate and perform the required cultural resource surveys required by USFS. We will build off the CHRIS records search findings and work with USFS to determine additional data needs for known cultural resources. If field data is required, we will prepare a survey protocol memorandum and submit to USFS for review/comment to ensure the proposed protocols satisfy Section 106 and NEPA requirements. We will coordinate/perform the surveys in coordination with USFS and will memorialize the data collected with field notes, pictures, and GPS data. We will develop a draft technical memorandum that reports the survey findings and submit to USFS for review/comment. We will finalize this technical memorandum based on USFS comments and incorporate the results/findings into the NEPA document.

4.5 Botanical and Jurisdictional Waters Surveys on USFS Lands

Based on the urban nature of the project area, USFS will not require any wildlife surveys (per communication with USFS biologist, Shay Zanetti on July 22, 2021), therefore, we assume no Endangered Species Act consultation would be required either. Catalyst will coordinate the required botanical surveys required by USFS. Julie Etra of WBS will coordinate/perform surveys for resident vegetative communities. Botanical surveys will be performed during the appropriate seasonal survey windows and will memorialize the data collected with field notes, pictures, and GPS data. The team will develop a draft technical memorandum that reports the survey findings and submit to USFS for review/comment. We will finalize this technical memorandum based on USFS comments and incorporate the results/findings into the NEPA document.

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Invasive plants will be identified as part of the botanical survey and a standalone Invasive Plant and Monitoring Plan per LTBMU requirements will be produced to support final design and construction.

Catalyst will coordinate with WBS, who will also perform a jurisdictional delineation (JD) of potential waters of the U.S. per the Clean Water Act. We will develop a wetlands/JD survey protocol memorandum and submit to USFS for review/comment. We will coordinate/perform the survey while inventorying the project area's vegetation/botanical resources and will memorialize the data collected with field notes, pictures, and GPS data. We will develop a draft technical memorandum that reports the delineation's findings and submit to USFS for review/comment. We will finalize this technical memorandum based on USFS comments and incorporate the results/findings into the NEPA document.

4.6 NEPA Categorical Exclusion Support

Catalyst will support USFS in the preparation of a Categorical Exclusion and will provide requested technical documents and clarifications regarding the ECD/MND. We will participate in up to three calls with the USFS IDT to discuss the ECD/MND, baseline info, and impacts. It is assumed that USFS will prepare the Categorical Exclusion and perform the necessary consultations, and that no new technical analysis is required for the Categorical Exclusion beyond what has been prepared for the ECD/MND.

Task 4 Deliverables

- Submittal of one (1) CEQA MND Addendum
- Submittal of one (1) Draft, Final Tribal Engagement Letters
- Submittal of one (1) Cultural Resources Technical Memorandum
- Submittal of one (1) Botanical/Vegetation Technical Memorandum
- Submittal of one (1) Invasive Plant Survey and Monitoring Report

TASK 5. LICENSE AGREEMENTS AND SPECIAL USE PERMITS

5.1 License Agreements and Special Use Permits

The team will coordinate with the public agencies other than the City of South Lake Tahoe, for the parcels identified in the 30 percent plans for project improvements, as necessary to begin the permitting process. All public parcels advantageous to restoration and stormwater treatment have been identified and mapped in the 30 percent plans and the team will generate a list and figures unique to each owner for submission. Public parcels are typically preferred for stormwater improvements and restoration work as the cost to the project is much lower than acquiring private parcels. To conduct project activities on California Tahoe Conservancy (CTC) parcels, the City must enter a license agreement with CTC that details the use of the land, the benefits to the public, and the long-term maintenance. A similar process is required for USFS-owned parcels; Special Use Permits must be applied for an obtained to use the parcel for project activities.

We will reach out to key staff at the CTC and USFS to discuss the use of these parcels for the Project and prepare the necessary documents such as an alternatives evaluations and special use permit applications for each desired parcel. We have experience finalizing both license agreements and special use permits with both agencies and a strong relationship with the key personnel at the CTC and the USFS. NTCD will lead this task and work with City staff as necessary to complete it.

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5.2 TRPA Land Capability Verification

The TRPA Land Capability designations incorporated in the 30% plans will be further assessed if required for permitting the individual proposed projects. Our team will coordinate and conduct TRPA Land Capability Verification analysis on property within the City rights-of-way, land acquisitions (should there be any), and assist the City with resolving surface coverage related permit conditions that may be required within the TRPA permit for the project. We will include existing condition and proposed conditions Land Capability Study calculation summary tables on the project construction plans.

Real Property acquisitions

The preliminary plans have largely avoided the use of any private parcels not already acquired by the City of SLT to implement the preferred alternatives, however as we move through 60% design development, a few private parcels will require easement acquisitions, including the private road and 1 to 2 of the individual lots within the Mobile Home Park on Blackwood. There is also the possibility of a private property acquisition and/or a lot line adjustment for a parcel in the lower portion of the watershed to enable the most beneficial design.

This is also a critical piece of the Special Use Permit application which often requires an analysis of acquiring private parcels versus using federal parcels. We will compile necessary information on any private parcels using the El Dorado County Assessor's website and the Tahoe Regional Planning Agency website. Useful information would include site coverage, land capability, any existing deed restrictions, assessed value, and recent sale value, if applicable. Using this information, we will evaluate if deed restrictions, conservation easements, or land swaps are a viable solution and preferentially pursue those options over full acquisition. If the analysis reveals that full acquisition is the best path forward, the team will reach out to the private property owners to discuss the project and potential purchase of the property. We will prepare one page outline that describes the Project and its benefits to the watershed and potential sellers. We will inform the property owners of their rights related to California Code of Civil Procedure as well as the rights of the City to use eminent domain if negotiations fail; however, we will continue negotiations as long as possible to secure the necessary properties. We will prepare any documents required for real property acquisition including offer letters, purchase and sale agreements, easement acquisition agreements, appraisal reports, warrant reports, and property acquisition reports for each property.

NTCD has extensive experience working with private property owners to implement restoration and water quality projects and will lead the outreach and coordination for this task. NTCD's previous experience has involved a variety of landowner agreements and acquisitions. We also have Interwest Consulting Group and Lynn Barnett and Associates to assist with appraisals, purchase agreements, and title, escrow, and closing. Both firms have extensive experience with public agencies and real property acquisitions in the Lake Tahoe Basin.

5.3 Appraisals

The team of Interwest and Lynn Barnett & Associates will be provided preliminary title reports, appraisals, and applicable environmental reports such as Phase I ESA's and as applicable Phase II ESA An appraisal of each property identified for acquisition will be completed in conformance with federal and state policy. Each property owner will be contacted by the consulting firm and given the opportunity to accompany the

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appraiser during the appraisal. The City's Project Manager will also be given the opportunity to attend. We will prepare an appraisal report containing at a minimum, the following information:

- The purpose and function of the appraisal, including limiting factors and conditions;
- A description of the physical characteristics of the property being acquired in addition to the highest and best use of the property;
- A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the sales comparison approach only;
- A description of comparable sales relied on in the determination of value;
- A statement of the value of the property rights to be acquired, including damages to the remainder;
- A signed certification of the appraiser and the effective dated of the valuation.

Assumption: The costs provided assume one (1) full property acquisition with one residential housing unit requiring relocation of occupants being displaced and two (2) partial take acquisitions with no displacements requiring relocation assistance. Any additional acquisitions will cost $15,000 each and any additional relocation beyond one household will cost $7,500 per household.

5.4 Acquisition

Acquisition services may include making contacts with property owners of all subject parcels for the purpose of negotiating purchase price of real property or easements. Consultant will assume the responsibility of coordination and management of the negotiation process. Services will include the following;

- Preparing the offer letter and other related documents based on the appraised and accepted fair market value;
- Statement that City may take property by eminent domain for full or partial acquisitions in the event negotiations fail;
- Notification in accordance with California Code of Civil Procedure Section 1263.025 that the property owner is entitled to obtain an independent appraisal, and should the property owner elect to do so, City will pay for the actual reasonable costs up to $5,000: the independent appraisal shall be conducted by an appraiser licensed by the Office of Real Estate Appraisers;
- Summary Statement Relating to the Purchase of Real Property or Interest therein;
- Purchase and Sale Agreement or Easement Acquisition Agreement for Public Purposes, as applicable;
- Preparing the purchase agreement and conveyance documents;
- Delivering offer letter and conveyance documents to the City and Caltrans for review and approval;
- Making City requested changes as appropriate;
- Meeting with property owners to discuss the project in general, reviewing easement exhibits and legal descriptions, confirming property owner and occupant information and delivering and explaining the official first written offer;
- Maintaining follow-up contact information for property owners;
- Receiving and responding to property owner inquires either verbally or in writing and making record of such correspondence;
- Maintaining contact reports for each parcel;

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- Continuing negotiations with property owners until agreement is reached; and
- Transmitting signed agreements to the City promptly for acceptance and processing.

5.5 Title, Escrow, and Closing

We will assume responsibility to ensure all closings are completed in a timely manner by continuing coordination with the Title Company handling the escrows. We will work closely with the Title Company to ensure quality title is obtained. Services will include:

- Reviewing the updated title. The City will obtain updated preliminary title reports for review.
- Opening escrow, deposit funds and documents, prepare escrow instructions and monitor closing of escrows.
- Assisting the Title Company with releasing any liens, mortgages, or encumbrances of record.
- Preparing warrant requests to the City with proper supporting documentation including recommended resolutions to escrow related issues.
- Coordinating the clearing of tax requirements and assessments.
- Attending all meetings and facilitating all closings.
- Ensuring final title policies only contain exceptions that the City is willing to accept.
- Submitting a completed property acquisition report for each property, including transfer of all pertinent related documents to the City.

TASK 6. PERMITTING

The Project Manager and key task leaders all have experience applying for and acquiring resource agency, TRPA, and City and County permits for their respective stormwater, recreation, and wetland/river restoration projects. We work cooperatively with these agencies to gain their input early on in order to incorporate agency expectations and needs within the designs as is practical, in essence, “pre-mitigate” our designs and streamline the permit acquisition process.

6.1 TRPA Permit

The Bijou Park Creek Restoration Project is a Lake Tahoe EIP Project (EIP Number 01.01.01.0118) and therefore will need to obtain an EIP Project Permit from the Tahoe Regional Planning Agency. During the development of the Project, the appropriate TRPA EIP Planner will be involved as a member of the Technical Advisory Committee (TAC) and will therefore have input throughout the design process. The 90% design documents will address any TRPA comments from the 60% TAC meeting and meet all requirements identified for the TRPA Permit. Utilizing the extensive work done for the NEPA/CEQA process, the Team will complete a TRPA Initial Environmental Checklist for submission with the 90% Permit Application. After obtaining a draft TRPA permit, the Team will review the contents and review the draft permit with the City so that the Design Documents can be finalized, and all regulatory requirements are conveyed to any potential bidders. For the final permit approval, the Team will send a representative to the Hearings Officer or Governing Board if necessary. The Team has successfully permitted more than 20 Lake Tahoe EIP Projects, has a good relationship with the TRPA staff, and is well versed in the TRPA process.

6.2 404/401/1600 Permitting

As laid out in the environmental document, the project, specifically the SEZ and wetland restoration elements will require most if not all of the resource agency’ permits listed below:

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Clean Water Act (CWA) Section 401 WQ Certification – State Water Resources Control Board

CWA Section 402, NPDES Permit - Lahontan Regional Water Quality Control Board

CWA Section 404 Permit (Dredge and Fill) – US Army Corps of Engineers

1600 Streambed Alteration Agreement Permit – California Department of Fish and Wildlife

ESA Section 7 Consultation – US Fish and Wildlife Service

Under this task our team will conduct the necessary consultations and develop the draft and final application packages working in close collaboration with the design engineers between 60% and 90% design development and submit in the required order to acquire the necessary permissions to construct. Information, mapping, and data from the surveys conducted under Task 4 will be incorporated into the permit applications. This task includes time to meet with resource agency representatives on site as needed to bring them up to speed on the site setting and need and discuss recommended measures to incorporate into the designs.

Assumptions: As stated under Section 4 no wildlife surveys will be required per Shay Zanetti at USDA Forest Service Lake Tahoe Basin Management Unit.

6.3 Stormwater Pollution Prevention Plans (SWPPPs)

A Draft and Final Stormwater Pollution Prevention Plan or SWPPP for up to three construction packages as described under 7.1 below will be developed to comply with the Tahoe Basin Construction Permit and Lahontan RWQCB Basin Plan. The Wildscape Team will apply its extensive experience in drafting approved SWPPPs for drainage, utility, highway, and restoration projects in and around the Tahoe basin to produce up to three well-organized, site-specific Draft and Final SWPPPs that will meet all regulatory requirements and be easily adopted and applied during construction.

Task Deliverables:

- Up to three (3) Draft SWPPPs
- Up to three (3) Final SWPPPs

TASK 7. 60% DESIGN LEVEL PS&E DOCUMENTS

7.1 60% Plans and Technical Specifications

Incorporating comments from the City and the TAC and any identified mitigation measures or special conditions through the CEQA/NEPA process the design team will develop and present 60% design drawings, specifications, and preliminary costs to the City for review. In order to facilitate different timelines for the projects solely within USDA Forest Service lands versus those within City ROW and/or other public and private property the 60% design effort through 100% will develop up to three (3) individual plan sets and technical specification packages so that they can be bid and constructed independently. It is anticipated that one set will cover Forest Service property project elements, and one will cover the Keller Canyon Bypass Project element either as a standalone project or in combination with all other project elements.

The team will coordinate closely with the City of South Lake Tahoe to discuss alternatives when investigating major changes that arise from comments on the 30 percent plans. The plans and specifications will include construction information on all major features similar to the 30% submittal, including a title sheet, sheet index, general notes sheet, site plan with existing utilities and infrastructure, grading plan and profile sheets, pipeline

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centerline and hydraulic grade line profile sheets, temporary and permanent erosion control and BMPs, revegetation, and detail sheets. Additional design elements if not already identified during 30% design development include temporary access routes, stockpile and staging areas, and cut/fill quantities by habitat type (sufficient to initiate draft permit applications and environmental compliance documents).

All project work will be designed to minimize existing habitat disturbance, soil compaction, and infrastructure impacts.

A 60% Technical Specifications package will be developed in parallel with the plans to clearly direct the Contractor on items including but not limited to bid breakdowns, material types, installation procedures, workmanship, work restrictions, warranties, payment methods, etc. The Technical Specifications will adhere to City standards and code requirements.

7.2 60% Landscaping and Revegetation Plans and Specifications

At 60% design development additional plan sheets will be incorporated to include maintenance access, trail elements, fencing, and revegetation. SEZ restoration and natural areas will be stabilized with biotechnical treatments using native materials, seeding, and mulching and the design engineers will be supported by the restoration ecologist in order to incorporate site appropriate designs and specifications. There may be limited areas requiring containerized plantings and irrigation along trail connections that will be developed by the landscape designer.

7.3 Draft Project Design Report

In order to ensure confidence in the design plans the team will develop a Draft Project Design report that summarizes the methodologies and data used to develop the design PS&E and any decisions made to modify or move away from elements agreed upon during 30% preliminary designs. The Draft SWPPPs under Task 6.3 will be developed and submitted to the City for review at this time.

7.4 NEPA/CEQA Mitigation Design Requirements

As stated earlier, we often approach design development already knowing and integrating what will be required by the resource agencies, however this task will provide time to revisit any project modifications or additions that are to be folded into the plans to meet NEPA/CEQA requirements.

7.5 Plan Proof Field Visit

This is an excellent opportunity to field truth the plans with the City Project Manager and mark up and make any necessary edits to avoid unforeseen surprises or issues at 90% design or even during construction. This will be a critical and worthwhile step in the design process.

7.6 60% Engineer's Estimate

Starting with the 30% cost estimate, we will incorporate the additional changes and detail developed during 60% design, including more refined quantities for earthwork and material import. Using a combination of recent real construction cost data in the Tahoe region, local supplier and vendor quotes and RS Means we will develop costs to 60% detail.

Task 7 Deliverables:

- Up to 3 sets of 60% Admin Draft PS&E for City Review and to take to Plan Proof Field Visit
- Up to 3 sets of 60% Draft PS&E for stakeholder circulation

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- Up to 3 Draft SWPPPs

TASK 8. 90% PS&E

The design team will build upon the approved 60% PS&E and incorporate input from the City and stakeholders to advance to 90% PS&E.

8.1 90% Plans and Technical Specifications

The design team will build upon the approved 60% PS&E (up to 3 sets as described under 7.1) to continue to add details for construction including but not limited to:

- Detail call-out identifiers corresponding to details in detail sheets; and proofed to confirm callouts correspond correctly
- Any refinements to the grading plans, profile sheets, utility, electrical, traffic control plans, etc.
- Any edits as a result of the 60% TAC Design review
- Any edits as a result of additional resource agency or stakeholder review and input.

The Draft SWPPPs will also be updated to incorporate any additional information discovered between 60% and 90% and significant changes to the plans that require changes to the temporary erosion control and water quality protection measures or dewatering approaches. 90% Design Report

In order to maintain continuity through the design development process, the Draft Project Design report will be updated to report on any significant changes to the designs between 60% and 90% to accommodate information gained while field trothing and from City, TAC and other resource agency review and comment

8.2 90% Engineers Estimate

The 60% Engineer's estimate will be further refined based on the edits/additions made to the plans and specifications through the 90% development

Task 8 Deliverables:

- Up to 3 sets 90% Admin Draft PS&E for City Review
- Up to 3 sets 90% Draft PS&E for stakeholder circulation
- Up to 3 Final SWPPPs

TASK 9. 100% BID DOCUMENTS

Under this task the design team will make any final changes and add any necessary detail as a result of City and TAC review and input on the 90% PS&E in order to product up to three sets of 100% stamped plans and technical specifications. The Engineer's Estimate will be reviewed in great detail taking into consideration the current bidding environment (i.e., Contractor availability, local economy, etc.) and final refinements will be made to ensure an accurate cost estimate that will be well within the acceptable margins of error. With our extensive bench of professional civil engineers, we have the ability to do extensive internal QA/QC of all bid documents prior to submitting to the City, which will result in clear and comprehensive plans and specifications facilitating streamlined construction and preventing unnecessary costly change orders.

Task 9 Deliverables:

DocuSign Envelope ID: 6451047F-FB10-4621-BF31-20B4B8FA8E05

- Up to 3 sets of 100% Admin Draft PS&E for City Review
- Up to 3 sets of 100% Stamped PS&E
- Responses to Questions during Bid Advertisement and Selection

TASK 10. BID ASSISTANCE

10.1 Provide responses to bidder's questions

The proposed Project Manager and several key team members have assisted public agencies and non-profit organizations on similar large projects in developing bid advertisements, bid packages, and supporting Contractor selection. This includes quickly responding to questions and requests for information and developing any addendums as needed on a short time frame.

Task 10 Deliverables:

- Draft and City Resident Engineer Approved Responses
- Bid Addenda Sections

TASK 11. CONSTRUCTION ENGINEERING (CE)

The Project Manager and supporting staff have served as Engineer of Record and provided construction oversight on several similar construction projects. Therefore, our team is fully capable of providing Construction Engineering, including reviewing, and responding to material submittals, change order (CO) requests, and RFIs on a timely basis. We will work with the City Resident Engineer to provide draft written responses and sometimes detailed figures or plan amendments for their review prior to providing to the Contractor. We understand that COs and RFIs can often come in sporadically and require fast response times in order to avoid any delays to the Contractor. Given our local presence and experience we can ensure the City that we would be responsive and effective in all these cases to ensure quality construction continues unimpeded.

11.1 Respond to Request for Information and Change Orders

Wildscape Engineering would be able to provide timely responses to Contractor submitted Requests for Information (RFIs) and Change Order (CO) submittals. We would review and provide draft responses for City review within an agreed upon short time frame in order to prevent any delays to construction and would discuss with the City Project Manager and/or Engineer or Record if not Wildscape, all Change Order requests in order to protect the City's interests.

11.2 Submittal Review and Response

This task provides time to review Contractor submittals, shop drawings and material samples and provide draft and final responses in coordination with the City Project Manager and/or Engineer of Record if not Wildscape. The formal response template will be provided to the City for review and acceptance and will cover a range of responses likely including "Reviewed No Exceptions Taken", "Provide Additional Information", Make Noted Corrections and Resubmit".

Task 11 Deliverables:

- Draft and City Resident Engineer Approved Responses to RFIs and CO Requests
- Revisions to Plans if necessary

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EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

TIMELINE

All work to be completed by September 7, 2025

Bijou Park Creek Watershed Restoration Project Final Design, NEPA, Permitting, Bid and Construction Support

Labor Hours by Subtask

Firm	WILDSCAPE ENGINEERING INC								NHC			NTCD				Catalyst Environmental Solutions				Interwest			Lynn Barnett &Associates		
Personnel Classification	Project Manager Lead Engineer Carol Beahan, PE/QSD	Civil Engineer	Restoration Ecologist Julie Etra WBS	Senior H&H Engineer Dr. David Thompson, PhD, PE	Geotechnical Engineer Mark Schroeder, PE	CAD/GIS/Field Technician	Landscape Designer	Admin/Report Specialist Jamie Allec	Principal Engineer Brent C. Wolfe, P.E	Water Resource Engineer Gwyn Perry	Senior Hydrologist Toby Hanes, P.H.	Senior Project Engineer Megan Kelly, P.E.	Senior Staff Engineer	Staff Engineer	Environmental Scientist Domi Fellers	CEQA/NEPA Task Lead Dr. Dan Tormey, Ph.D., P.G.	Permitting/ Compliance Ben Pogue, MPA,PMP,AICP	Senior Scientist 1	Staff Scientist 2	Senior Real Estate Agent John Almazan	Interwest Sr Agent	Interwest Tech Support	Lynn Barnett, Appraiser	Total Subtask Hours	Labor Cost by Task
Hourly Rate	$150.00	$115.00	$140.00	$150.00	$170.00	$95.00	$105.00	$75.00	$240.51	$135.86	$182.39	$128.00	$78.00	$74.00	$87.00	$250.00	$195.00	$180.00	$130.00	$175.00	$145.00	$145.00	$125.00		
Task Description																									
1. Project Management, Outreach, Public Meetings, and Coordination																								433	$68,780.50
1.1 TAC, Public and Client Meeting Continued Coordination and Participation, Project Management. Includes 60% and 90% Design Review meetings with the City and TAC.	60	32				8		8			36	36				16	36	16		30	30		5	313	$49,339.04
1.2 Phase 2 Kick Off Meeting	6	6						2			8	6	6	6		8								48	$6,879.12
1.3 Planning Commission and City Council Meetings	16							4			6	6				8	16	16						72	$12,562.34
2. Site Surveying																								124	$12,743.12
2.1 Supplemental Survey for Stormdrain Design, Real property and easement acquisitions, and Bijou Park Creek Hydraulic Model Refinement (includes Direct Costs for Insite Land Survey below)	8	24		2		8					8	2	4	24										80	$8,823.12
2.2 Utility Coordination and Identification - Work cooperatively with utilities to perform potholing of utiliites that cannot be avoided. Includes potholing direct costs listed below.	4	6										1	15	18										44	$3,920.00
3. Hydrologic and Hyraulic Analysis																								197	$26,175.26
3.1 Hydrology and Hydraulics Study for Revised Keller Clear Water Bypass and Wildwood Basin	6	6		2		4			4	9	5	6		8										50	$6,726.73
3.2 Updates to PLRM	2											2			16									20	$1,948.00
3.3 Bijou Park Creek 2D Hydraulic Model - Set up and run 2D hydraulic model and use results to fine tune desgns.	12	16		48		16					6	1												99	$13,582.34
3.4 Osgood to Wildwood to Lake Hydraulic Capacity Analysis (New Task)	2	8		8						7	3													28	$3,918.19
4. Environmental Documents																								466	$76,636.00
4.1 Updates to Proposed Project and Alternatives Descriptions (draft and final) for NEPA and CEQA	6	2				4						2				2	12	12	12					52	$8,326.00
4.2 CEQA Compliance/Addendum																4	32	40	16					92	$16,520.00
4.3 Tribal Notification Letter and Section 106 Letters	2					8											16							26	$4,180.00
4.4 Baseline Cultural Assessment and Report	2															2	12	80						96	$17,540.00
4.5 JD/Wetlands Survey, Botanical Inventory and Invasive Plant Study. Report and Monitoring Plan	2		140													2	4	16	12					176	$25,620.00
4.6 NEPA CatEx Support	2							2								4	8	8						24	$4,450.00
5. License Agreements, Special Use Permits and Real Property Acquisitions																								537	$74,001.00
5.1 License Agreements and Special Use Permits	4											8	24	34										70	$6,012.00
5.2 TRPA Land Capability Verification	8											8	8	16											$4,032.00
5.3 Appraisals	4											20		12									90	126	$15,298.00
5.4 Acquistion: Includes 1 Full Acquisition and 2 Partial Acquisitions	2											2					140							144	$20,856.00
5.5 Title, Escrow, and Closing (incl support)	2											12		8			135	40						197	$27,803.00
6. Permitting																								188	$27,284.00
6.1 TRPA Permit	4											2	2	8										16	$1,604.00
6.2 404/401/1600 permitting, including aquatic resources delineation (1 day site visit and report)	16	16														16	16	24	40					128	$20,880.00
6.3 Stormwater Pollution Prevention Plan (SWPPP)	4	24				12		4																44	$4,800.00
7.. 60% Design Level PS&E Documents and Draft Design Report																								587	$67,856.43
7.1 60% Plans and Technical Specifications	40	36		8	8	40			10	4	17	8	16	48										235	$28,373.17
7.2 60% Landscaping and Revegetation PS&E	4		36			10	16					2		4										72	$8,822.00
7.3 Draft Project Design Report	24	32			4	28			2		8	12	24	48										182	$19,520.14
7.4 NEPA/CEQA Mitigation Design Requirements	4					6						4												14	$1,682.00
7.5 Plan Proof Field Visit	8	8									8	4	4	8										40	$4,995.12
7.6 60% Engineer's Estimate	4	16										4	8	12										44	$4,464.00
8. 90% PS&E																								294	$32,504.38
8.1 90% Plans and Technical Specifications	34	40	8			36	4	2	4		6	8	24	48										214	$23,314.38
8.2 90% Design Report	16	16			2			4				4	4	8										54	$6,296.00
8.3 90% Engineer's Estimate	4	12										3	3	4										26	$2,894.00
9. 100% Bid Documents																								226	$24,546.00
9.1 100% Admin Plans and Specifications	24	36				24		2				16	16	24										142	$15,242.00
9.2 100% Engineer's Estimate	4	8										2	4	4										22	$2,384.00
9.3 100% Final PS&E	16	16				16						2	4	8										62	$6,920.00
10. Bid Assistance																									$6,772.00
10.1 Provide responses to bidder's questions	16	8	4		4							4	8	4			4							52	$6,772.00
11. Construction Engineering (CE)																									$15,258.00
11.1 Respond to RFIs and COs.	16	8	4					2				2	6	4										42	$5,050.00
11.2 Submittal Review and Response	24	24	4			16						2	8	12										90	$10,208.00
LABOR TOTALS	**412**	**400**	**196**	**68**	**18**	**236**	**20**	**30**	**20**	**20**	**111**	**191**	**188**	**370**	**16**	**62**	**156**	**212**	**80**	**30**	**305**	**40**	**95**	**5855**	
TOTAL TASKS																									**$432,556.69**

Supplemental Survey of Bijou Park Creek (RTK/Total Station Rental Costs)						$1,200.00
Insite Land Surveys - Supplemental Property Boundary and Easement Surveying for up to five parcels						$10,000.00
NHC PCSWMM Model Updates						$1,000.00
Potholing Contractor ($4,000/day for up to 3 days)						$12,000.00
Cultural Records Search/Map Production						$750.00
Mileage/Travel Tasks 8-15						$3,000.00
Report & Plan Production Costs						$400.00
DIRECT COST TOTALS						**$28,350.00**
TOTAL COSTS						**$460,906.69**

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EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:
Carol Beahan, P.E., President

By: Carol Beahan

City of South Lake Tahoe
Amendment No. 1 to Bijou Park Creek Watershed Restoration Project, Phase 2 Engineering Services Professional Services Agreement with Wildscape Engineering, Inc. (C-106-2021)

The Professional Services Agreement entered into on September 7, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Wildscape Engineering, Inc.** ("Consultant") is hereby amended as set forth below.

The Contract is hereby revised to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated September 7, 2021, to the Professional Services Agreement adds the work described within **Exhibit A, Scope of Services, Budget Augment and Line Item Reassignment** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, is $22,414, as described in **Exhibit A, Scope of Services**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $483,320.69, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Professional Services Agreement with Wildscape Engineering to be executed on March 14, 2023.

CITY OF SOUTH LAKE TAHOE

By: Cristi Creegan
Cristi Creegan (Mar 16, 2023 15:31 PDT)
Cristi Creegan, Mayor

CONSULTANT

By: Carol Beahan
Carol Beahan (Mar 21, 2023 10:29 PDT)
Carol Beahan, President
Wildscape Engineering Inc.
Business Licence #006076

APPROVED AS TO FORM:

Heather Stroud (Mar 16, 2023 13:29 PDT)
Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Mar 16, 2023 13:24 PDT)
Susan Blankenship, City Clerk

Mar 16, 2023

Exhibit A: Scope of Services

EXHIBIT A:
SCOPE OF SERVICES

Wildscape Engineering, Inc.
(855)816-6593 / (530) 600-1810
www.wildscape-engineering.com

November 7, 2022

Mr. Jason Burke
Stormwater Program Coordinator
Public Works Department, City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

Subject: **Budget Augment and Line Item Reassignment Request for Bijou Park Creek Phase 2 Restoration Project**

To: Jason Burke,

The following details our budget augment request and line item re-assignment for the Bijou Park Creek Phase 2 Restoration Project. Attachment 1 provides the updated cost spreadsheet reflecting our proposed changes.

Existing Task Budget Increases

Subtask 1.1 Project Management, Outreach, Public Meetings, and Coordination: As a result of an extended project timeline and additional management required for USDA Forest Service coordination on the Bijou Park Creek SEZ restoration project and land/easement acquisitions, this includes an additional 24 hours of Project Management to manage the project into Spring 2023. **Augment Cost: $3,600**

Subtask 2.1 Supplemental Survey: Partway through the project the contracted surveyor, Insite Land Surveys requested to be removed from the project in order to focus solely on smaller efforts. In response, Wildscape hired another consultant and the design team developed marked up survey maps. The Wildscape Project Manager and CAD technician coordinated and met on site with the new surveyor to provide an orientation to the project and review survey needs. Due to the extensive number of individual sites and need to recheck prior survey control and add additional survey control the direct cost of surveying also increased per below. This includes additional hours for the Project Manager, CAD Technician and NTCD staff engineer to provide surveyor with additional information. **Augment Cost: $3,438**

Direct Survey Costs: New surveyor, Terra Graphic hired to substitute for Insite Land Surveyors. Increased effort due to the number of project sites requiring survey and finding prior survey control and adding in additional survey control. **Augment Cost: $5,000**

Subtask 7.1 60% Plans and Technical Specifications The Design team will incorporate City of South Lake Tahoe markups received in late July including adding more detail to the plan and profile sheets once the additional surveying described above is completed and updating details to target installations that require less maintenance. All edits/additions to the project sheets will be re-assembled into the three separate 60% plan sets, 1) Bijou Park Creek Watershed Improvement Project, (2) Bijou Park Creek SEZ Restoration Project, and 3) Keller Clean Water Bypass Project. The team will also update the technical specifications to follow the City's template and protocol once sample or template

specifications are provided more closely by the City. These additional hours will allow for the team to conduct a second and more targeted 60% PS&E round. **Cost: $8,088**

New Task Budget

Phase I Environmental Site Assessment for 3707 Blackwood Road: In support of the appraisal and easement acquisition negotiations, a Phase 1 ESA was requested and performed by A&M Environmental Services in summer 2022. **Cost: $2,300**

Line Item Re-Assignment

Task 5.1 License Agreements and Special Use Permits Line Item Re-Assignment

At the time a Special Use Agreement draft was needed, NTCD staff were unavailable so the Wildscape Project Manager stepped in to develop the draft and final submittal. Hours were re-assigned as follows:

Moved all of NTCD staff hours over to Wildscape Project Manager column for a net change of -$12.00. **Cost: -$12.00**

Total Change Order Request: $22,414.00 for a Total Budget Change Order from $460,906.69 to $483,320.69.

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Wildscape Engineering, Inc.
(855)816-6593 / (530) 600-1810
www.wildscape-engineering.com

TERMS AND CONDITIONS

The conditions contained in the existing Contract Agreement signed and dated September 10, 2021 will apply to this Change Order.

APPROVAL TO PROCEED

The work can be initiated with a letter of authorization, through acknowledgment of this Scope of Work by signing a copy of this Scope below, or by Purchase Order issued to Wildscape Engineering, Inc.

Scope of Work and Estimated Budget accepted by:

Jason Burke
Jason Burke (Mar 16, 2023 12:02 PDT)
Signature

Mar 16, 2023
Date

Jason Burke, City Project Manager
Printed Name and Title

Public Works, City of South Lake Tahoe
Firm Name

(530) 542-6038
Phone Number

1740 D Street
Street Address

South Lake Tahoe | CA | 96150
City | State | Zip Code

For Wildscape Engineering, Inc.

Carol Beahan
Carol Beahan (Mar 21, 2023 10:29 PDT)
Signature

Mar 21, 2023
Date

Carol Beahan, President
Printed Name and Title

ATTACHMENT 1. COST BREAKOUT CHANGES

Firm	WILDSCAPE ENGINEERING INC								NTCD				Catalyst Environmental Solutions				Interwest			Lynn Barnett &Associates		
Personnel Classification	Project Manager Lead Engineer Carol Beahan, PE/QSD	Civil Engineer	Restoration Ecologist Julie Etra WBS	Senior H&H Engineer Dr. David Thompson, PhD, PE	Geotechnical Engineer Mark Schroeder, PE	CAD/GIS/Field Technician	Landscape Designer	Admin/Report Specialist Jamie Allec	Senior Project Engineer Megan Kelly, P.E.	Senior Staff Engineer	Staff Engineer	Environmental Scientist Domi Fellers	CEQA/NEPA Task Lead Dr. Dan Tormey, Ph.D., P.G.	Permitting/ Compliance Ben Pogue, MPA,PMP,AICP	Senior Scientist 1	Staff Scientist 2	Senior Real Estate Agent John Almazan	Interwest Sr Agent	Interwest Tech Support	Lynn Barnett, Appraiser	Total Subtask Hours	Labor Cost by Task
Hourly Rate	$150.00	$115.00	$140.00	$150.00	$170.00	$95.00	$105.00	$75.00	$128.00	$78.00	$74.00	$87.00	$250.00	$195.00	$180.00	$130.00	$175.00	$145.00	$145.00	$125.00		
Task Description																						
1. Project Management, Outreach, Public Meetings, and Coordination																					457	$72,380.50
1.1 TAC, Public and Client Meeting Continued Coordination and Participation, Project Management. Includes 60% and 90% Design Review meetings with the City and TAC.	**84**	32				8		8	36				16	36	16		30	30		5	337	$52,939.04
1.2 Phase 2 Kick Off Meeting	6	6						2	6	6	6		8								48	$6,879.12
1.3 Planning Commission and City Council Meetings	16							4	6				8	16	16						72	$12,562.34
2. Site Surveying																					156	$16,181.12
2.1 Supplemental Survey for Stormdrain Design, Real property and easement acquisitions, and Bijou Park Creek Hydraulic Model Refinement (includes Direct Costs for Insite Land Survey below)	**16**	24		2		**30**			2	4	**26**										112	$12,261.12
2.2 Utility Coordination and Identification - Work cooperatively with utilities to perform potholing of utiliiites that cannot be avoided. Includes potholing direct costs listed below.	4	6							1	15	18										44	$3,920.00
3. Hydrologic and Hyraulic Analysis																					197	$26,175.26
3.1 Hydrology and Hydraulics Study for Revised Keller Clean Water Bypass and Wildwood Basin	6	6		2		4			6		8										50	$6,726.73
3.2 Updates to PLRM	2								2			16									20	$1,948.00
3.3 Bijou Park Creek 2D Hydraulic Model - Set up and run 2D hydraulic model and use results to fine tune desgns.	12	16		48		16			1												99	$13,582.34
3.4 Osgood to Wildwood to Lake Hydraulic Capacity Analysis (New Task)	2	8		8																	28	$3,918.19
4. Environmental Documents																					466	$76,636.00
4.1 Updates to Proposed Project and Alternatives Descriptions (draft and final) for NEPA and CEQA	6	2				4			2				2	12	12	12					52	$8,326.00
4.2 CEQA Compliance/Addendum													4	32	40	16					92	$16,520.00
4.3 Tribal Notification Letter and Section 106 Letters	2					8								16							26	$4,180.00
4.4 Baseline Cultural Assessment and Report	2												2	12	80						96	$17,540.00
4.5 JD/Wetlands Survey, Botanical Inventory and Invasive Plant Study, Report and Monitoring Plan	2		140										2	4	16	12					176	$25,620.00
4.6 NEPA CatEx Support	2							2					4	8	8						24	$4,450.00
5. License Agreements, Special Use Permits and Real Propertry Acquisitions																					507	$73,989.00
5.1 License Agreements and Special Use Permits	**40**								**0**	**0**	**0**										40	$6,000.00
5.2 TRPA Land Capability Verification	8								8	8	16											$4,032.00
5.3 Appraisals	4								20		12									90	126	$15,298.00
5.4 Acquistion: Includes 1 Full Acquisition and 2 Partial Acquisitions	2								2									140			144	$20,856.00
5.5 Title, Escrow, and Closing (incl support)	2								12		8							135	40		197	$27,803.00
6. Permitting																					188	$27,284.00
6.1 TRPA Permit	4								2	2	8										16	$1,604.00
6.2 404/401/1600 permitting, including aquatic resources delineation (1 day site visit and report)	16	16											16	16	24	40					128	$20,880.00
6.3 Stormwater Pollution Prevention Plan (SWPPP)	4	24				12		4													44	$4,800.00
7.. 60% Design Level PS&E Documents and Draft Design Report																					659	$75,944.43
7.1 60% Plans and Technical Specifications	**64**	36		8	8	**64**			**16**	16	**64**										307	$36,461.17
7.2 60% Landscaping and Revegetation PS&E	4		36			10	16		2		4										72	$8,822.00
7.3 Draft Project Design Report	24	32			4	28			12	24	48										182	$19,520.14
7.4 NEPA/CEQA Mitigation Design Requirements	4					6			4												14	$1,682.00
7.5 Plan Proof Field Visit	8	8							4	4	8										40	$4,995.12
7.6 60% Engineer's Estimate	4	16							4	8	12										44	$4,464.00
8. 90% PS&E																					294	$32,504.38
8.1 90% Plans and Technical Specifications	34	40	8			36	4	2	8	24	48										214	$23,314.38
8.2 90% Design Report	16	16			2			4	4	4	8										54	$6,296.00
8.3 90% Engineer's Estimate	4	12							3	3	4										26	$2,894.00
9. 100% Bid Documents																					226	$24,546.00
9.1 100% Admin Plans and Specifications	24	36				24		2	16	16	24										142	$15,242.00
9.2 100% Engineer's Estimate	4	8							2	4	4										22	$2,384.00
9.3 100% Final PS&E	16	16				16			2	4	8										62	$6,920.00
10. Bid Assistance																						$6,772.00
10.1 Provide responses to bidder's questions	16	8	4		4				4	8	4			4							52	$6,772.00
11. Construction Engineering (CE)																						$15,258.00
11.1 Respond to RFIs and COs.	16	8	4					2	2	6	4										42	$5,050.00
11.2 Submittal Review and Response	24	24	4			16			2	8	12										90	$10,208.00
LABOR TOTALS	**504**	**400**	**196**	**68**	**18**	**282**	**20**	**30**	**191**	**164**	**354**	**16**	**62**	**156**	**212**	**80**	**30**	**305**	**40**	**95**	**6027**	
TOTAL TASKS																						**$447,670.69**
Supplemental Survey of Bijou Park Creek (RTK/Total Station Rental Costs)																						$1,200.00
Phase 1 Environmental Site Assesment - A&M Environmental Services																						**$2,300.00**
~~Insite Land Surveys~~ - TerraGraphic Survyor: Supplemental Surveying for All Project Sites, Property Boundary and Easement Surveying for up to three parcels																						**$15,000.00**
NHC PCSWMM Model Updates																						$1,000.00
Potholing Contractor ($4,000/day for up to 3 days)																						$12,000.00
Cultural Records Search/Map Production																						$750.00
Mileage/Travel Tasks 8-15																						$3,000.00
Report & Plan Production Costs																						$400.00
DIRECT COST TOTALS																						**$35,650.00**
TOTAL COSTS																						**$483,320.69**

C-028-2023 Wildscape Engineering Amend. 1

Final Audit Report 2023-03-21

Created:	2023-03-16
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOU7kdbSTxNMIoxAOThopghvG81kMJvVC

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Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan

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Signature Date: 2023-03-21 - 5:29:27 PM GMT - Time Source: server- IP address: 24.182.20.253

Agreement completed.

2023-03-21 - 5:29:27 PM GMT

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City of South Lake Tahoe
Amendment No. 2 to Bijou Park Creek Watershed Restoration Project, Phase 2 Engineering Services Professional Services Agreement with Wildscape Engineering, Inc. (C-106-2021)

The Professional Services Agreement entered into on September 7, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Wildscape Engineering, Inc. ("CONSULTANT") is hereby amended as set forth below.

The Contract is hereby revised to add the following,

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated September 7, 2021, to the Professional Services Agreement adds the work described within **Exhibit A, Scope of Services, Budget Augment and Line Item Reassignment** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, is $54,863.40, as described in **Exhibit A, Scope of Services**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $538,184.09, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

   IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to Professional Services Agreement with Wildscape Engineering to be executed on June 18, 2024.

CITY OF SOUTH LAKE TAHOE

By: Cody Bass (Jun 26, 2024 12:04 PDT)
Cody Bass, Mayor

Date: 06/26/2024

CONSULTANT

By: Carol Beahan
Carol Beahan, P.E. President,
Wildscape Engineering, Inc.

Date: 07/03/2024

Business License # 006076

APPROVED AS TO FORM:

Heather Stroud (Jun 20, 2024 15:56 PDT)
Heather Stroud, City Attorney

ATTEST:

Susan Blankenship (Jun 20, 2024 14:52 PDT)
Susan Blankenship, City Clerk

Exhibit A: Scope of Services

EXHIBIT A: SCOPE OF SERVICES

Wildscape Engineering, Inc.
(855)816-6593 / (530) 600-1810
www.wildscape-engineering.com

May 31, 2024

Ms. Brianna Greenlaw
Public Works Department
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

Subject: **Budget Augment and Line Item Reassignment Request for Bijou Park Creek Phase 2 Restoration Project**

To: Brianna Greenlaw,

The following details our current budget augment request and line item re-assignment for the Bijou Park Creek Phase 2 Restoration Project. Attachment 1 provides the updated cost spreadsheet reflecting the proposed changes.

Existing Task Budget Increases

Subtask 1.4 Project Management, Outreach, Public Meetings, and Coordination: Additional management efforts are needed to move the highest priority and funded project, the Rockwood to Blackwood Project, forward to final construction documents and permits. Additional coordination tasks include, but are not limited, to the following:

- Separating the specific project site plans into an individual plan set and technical specifications package.
- New topographic and property boundary surveying of the recently acquired 3707 Blackwood Road parcel where the new storm drain system will outlet.
- Additional potholing effort at 3740 Blackwood Road to determine all lateral connections that will need to be addressed as part of the upgraded storm drain system.
- Additional consultation with TRPA and Lahontan Regional Water Quality Control Board to move the project through an expedited permit process.

An additional 8 hours of Project Management by Wildscape and 6 hours by NTCD to manage the Rockwood to Blackwood project through construction bidding. **Augment Cost: $1,968.00**

Subtask 2.3 Supplemental Potholing and Repaving to Capture Existing Utilities at all Sites. An extensive number of project sites had existing utilities that needed to be captured in the Watershed Improvement Project 90% Plans requiring potholing and additional surveying and repaving where potholing had to be done in the paved right-of-way. Wildscape Engineering has already paid the overages in full as follows: to the Contractor, Ferguson Excavating, $5,489.02 largely for their subcontracted paving effort and to the Surveyor, TerraGraphic $1,874.38 for the multiple site surveying of utility markings and depths. Wildscape Engineering did not apply a subcontractor mark up to this cost. ***Augment Cost: $1,440 ($7363.40 Covered under Line Item Reassignment see below)***

Subtask 2.4 3707 Blackwood Road Property Boundary and Topographic Survey: Lumos and Associates will conduct a property boundary survey of the 3707 Blackwood Road parcel recently acquired

by the City of South Lake Tahoe in support of the final 100% designs and permitting for Rockwood to Blackwood storm drain outfall and swale which need to clearly designate the boundary between the USDA Forest Service parcel and City owned parcel.

The design engineers under this task augment will incorporate the new topographic/property boundary survey information into the final Rockwood to Blackwood plans and update the outlet swale/grading and revegetation plans to ensure the storm drain discharge reaches Bijou Park Creek SEZ without impacting the adjacent private properties to the northwest and southeast.

Augment Cost: $594 ***($8,444 covered under Line Item Re-assignment see below)***

3.3 Bijou Park Creek 2D Hydraulic Model Updates: The senior water resource engineer will update and run the HEC-RAS 2D hydraulic model incorporating the new outfall designs at 3707 Blackwood Road now that the City has acquired the parcel. The engineer will also update and run proposed conditions at Upper BPC following some design adjustments that were made to ensure effectiveness and stability.

Augment Cost: $0 ***($5,400 covered under Line Item Re-assignment see below)***

4.7 Additional Wetland Delineation: The expanded area south of Shirley was not captured in the original wetland delineation. It is expected to be categorized as SEZ, however for the final NEPA document a wetland delineation needs to be conducted in late May/early June 2024 by the botanist (Julie Etra of WBS**).**

Augment Cost: $3,580

6.4 Additional Permitting: Provides additional time and effort to consult with the resource agencies in order to expedite the permit process for Rockwood to Blackwood as an individual project and develop separate permit applications for the different project phases including Bijou Park Creek SEZ Enhancement and Bijou Park Creek Watershed Improvement Project.

Augment Cost: $6,628

9.4 Rockwood to Blackwood Additional Potholing/Design Elements:

Nevada Tahoe Conservation District engineers worked with the City and utility providers to create a potholing exhibit for a subcontractor to collect additional data for the final design and bid package for the Rockwood to Blackwood Drainage Improvement. NTCD will utilize the data collected from the potholing and survey at 3707 Blackwood to prepare a final design for the Rockwood to Blackwood Drainage Project for bid in 2024.

Augment Cost: $14,600

<u>New Task Budget</u>

6.5 Caltrans Technical Reports for Osgood Basin Overflow: In order to acquire permissions from Caltrans to connect to an existing Caltrans stormwater system and eliminate the need to convey stormwater across Sonora and down Osgood which is extremely challenging due to the minimal slope along this alignment, the design engineers will consult with and develop the required Caltrans technical documents. These include a targeted Hydrology and Hydraulics Study Report per Caltrans guidance to define and demonstrate the feasibility of conveying overflow from the expanded Osgood East basin to an existing outfall pipe that is connected to a Caltrans storm drain system. A Stormwater Data Report will also likely be required and completed under this task.

Wildscape Engineering, Inc.
(855)816-6593 / (530) 600-1810
www.wildscape-engineering.com

Augment Cost: $4,846

Line Item Reassignment Replenish

In order to move the Rockwood to Blackwood individual project to bid for construction in 2024 a survey and updated hydraulic model runs of the City acquired parcel (3707 Blackwood Rd) were needed to be expedited and so the City re-assigned Task 10 Bid Assistance and Task 11 Construction Engineering line items in the amounts of $5,949.40 and $15,258 respectively to be applied towards those efforts listed above.

This Task would replenish those two task line items so that the design team can support the City through the bidding and construction phases of the remaining projects.

Task 10 Cost: $5,949.40

Task 10 Cost: $15,258.00

Table 1. Total New Costs

Subtask 1.4	Additional Management	$1,968	
Subtask 2.3	Additional Potholing/Paving	$1,440	$7,363.40 covered under line item reassignment
Subtask 2.4	Additional Survey	$594	$8,444 covered under line item reassignment
Subtask 3.3	Additional Hydraulic Modeling	0	$5400 covered under line item reassignment.
Subtask 4.7	Additional Wetland Delineation	$3,580	
Subtask 6.4	Additional Permitting	$6,628	
Subtask 6.5	New Caltrans technical report effort	$4,846	
Subtask 9.4	Additional Potholing efforts/designs for Rockwood to Blackwood	$14,600	
Subtask 10	Replenish borrowed Bid Support line item	$5,949.40	
Subtask 11	Replenish borrowed Bid Construction Engineering line item	$15,258.00	
TOTAL		**$54,863.40**	

ATTACHMENT 1. COST BREAKOUT CHANGES

Firm	WILDSCAPE ENGINEERING INC								NTCD				Catalyst Environmental Solutions				Interwest			Lynn Barnett &Associates					
Personnel Classification	Project Manager Lead Engineer Carol Beahan, PE/QSD	Civil Engineer	Restoration Ecologist Julie Etra WBS	Senior H&H Engineer Dr. David Thompson, PhD, PE	Geotechnical Engineer Mark Schroeder, PE	CAD/GIS/Field Technician	Landscape Designer	Admin/Report Specialist Jamie Allec	Senior Project Engineer Megan Kelly, P.E.	Senior Staff Engineer	Staff Engineer	Environmental Scientist Domi Fellers	CEQA/NEPA Task Lead Dr. Dan Tormey, Ph.D., P.G.	Permitting/ Compliance Ben Pogue, MPA,PMP,AICP	Senior Scientist 1	Staff Scientist 2	Senior Real Estate Agent John Almazan	Interwest Sr Agent	Interwest Tech Support	Lynn Barnett, Appraiser	Ferguson Excavating	TerraGraphic Surveyor	Lumos & Associates	Total Subtask Hours	Labor Cost by Task
Hourly Rate	$150.00	$115.00	$140.00	$150.00	$170.00	$95.00	$105.00	$75.00	$128.00	$78.00	$74.00	$87.00	$250.00	$195.00	$180.00	$130.00	$175.00	$145.00	$145.00	$125.00					
Task Description																									
1. Project Management, Outreach, Public Meetings, and Coordination																								457	**$74,348.50**
1.1 TAC, Public and Client Meeting Continued Coordination and Participation, Project Management. Includes 60% and 90% Design Review meetings with the City and TAC.	**84**	32				8		8	36				16	36	16		30	30		5				337	$52,939.04
1.2 Phase 2 Kick Off Meeting	6	6						2	6	6	6		8											48	$6,879.12
1.3 Planning Commission and City Council Meetings	16							4	6				8	16	16									72	$12,562.34
1.4 Additional Management for extended project effort	**8**								**6**																**$1,968.00**
2. Site Surveying																								156	**$34,022.52**
2.1 Supplemental Survey for Stormdrain Design, Real property and easement acquisitions, and Bijou Park Creek Hydraulic Model Refinement (includes Direct Costs for Insite Land Survey below)	**16**	24		2		**30**			2	4	**26**													112	$12,261.12
2.2 Utility Coordination and Identification - Work cooperatively with utilities to perform potholing of utiliites that cannot be avoided. Includes potholing direct costs listed below.	4	6							1	15	18													44	$3,920.00
2.3 Potholing Overage (due to amount of surveying and repaving that had to be done to capture all project sites).									**2**		**16**										**$5,489.02**	**$1,874.38**			**$8,803.40**
2.4 3707 Property Boundary Survey (Lumos & Associates) & Incorporation of City Topographic Survey	**2**					**2**			**2**		**8**												**7700**		**$9,038.00**
3. Hydrologic and Hyraulic Analysis																								197	**$31,575.26**
3.1 Hydrology and Hydraulics Study for Revised Keller Clean Water Bypass and Wildwood Basin	6	6		2		4			6		8													50	$6,726.73
3.2 Updates to PLRM	2								2			16												20	$1,948.00
3.3 Bijou Park Creek 2D Hydraulic Model - Set up and run 2D hydraulic model and use results to fine tune desgns.	12	16		48		16			1															99	$13,582.34
3.3 Bijou Park Creek 2D Hydraulic Model - Update and run new outfall location at Blackwood Road and run proposed conditions at Upper BPC				**36**																					**$5,400.00**
3.4 Osgood to Wildwood to Lake Hydraulic Capacity Analysis (New Task)	2	8		8																				28	$3,918.19
4. Environmental Documents																								466	**$80,216.00**
4.1 Updates to Proposed Project and Alternatives Descriptions (draft and final) for NEPA and CEQA	6	2				4			2				2	12	12	12								52	$8,326.00
4.2 CEQA Compliance/Addendum													4	32	40	16								92	$16,520.00
4.3 Tribal Notification Letter and Section 106 Letters	2					8								16										26	$4,180.00
4.4 Baseline Cultural Assessment and Report	2												2	12	80									96	$17,540.00
4.5 JD/Wetlands Survey, Botanical Inventory and Invasive Plant Study, Report and Monitoring Plan	2		140										2	4	16	12								176	$25,620.00
4.6 NEPA CatEx Support	2							2					4	8	8									24	$4,450.00
4.7 Additional wetland delination for area south of Shirley.			**24.5**					**2**																	**$3,580.00**
5. License Agreements, Special Use Permits and Real Propertry Acquisitions																								507	**$73,989.00**
5.1 License Agreements and Special Use Permits	**40**								**0**	**0**	**0**													40	$6,000.00
5.2 TRPA Land Capability Verification	8								8	8	16														$4,032.00
5.3 Appraisals	4								20		12									90				126	$15,298.00
5.4 Acquistion: Includes 1 Full Acquisition and 2 Partial Acquisitions	2								2									140						144	$20,856.00
5.5 Title, Escrow, and Closing (incl support)	2								12		8							135	40					197	$27,803.00
6. Permitting																								188	**$38,758.00**
6.1 TRPA Permit	4								2	2	8													16	$1,604.00
6.2 404/401/1600 permitting, including aquatic resources delineation (1 day site visit and report)	16	16											16	16	24	40								128	$20,880.00
6.3 Stormwater Pollution Prevention Plan (SWPPP)	4	24				12		4																44	$4,800.00
6.4 Additional permitting needs, splitting projects into separate phases.	**24**	**16**				**4**			**4**		**4**														**$6,628.00**
6.5 Caltrans Technical Reports for Osgood Basin Overflow	**8**	**20**		**6**		**2**			**2**																**$4,846.00**
7. 60% Design Level PS&E Documents and Draft Design Report																								659	**$75,944.43**
7.1 60% Plans and Technical Specifications	**64**	36		8	8	**64**			**16**	16	**64**													307	$36,461.17
7.2 60% Landscaping and Revegetation PS&E	4		36			10	16		2		4													72	$8,822.00
7.3 Draft Project Design Report	24	32			4	28			12	24	48													182	$19,520.14
7.4 NEPA/CEQA Mitigation Design Requirements	4					6			4															14	$1,682.00
7.5 Plan Proof Field Visit	8	8							4	4	8													40	$4,995.12
7.6 60% Engineer's Estimate	4	16							4	8	12													44	$4,464.00
8. 90% PS&E																								294	**$32,504.38**
8.1 90% Plans and Technical Specifications	34	40	8			36	4	2	8	24	48													214	$23,314.38
8.2 90% Design Report	16	16			2			4	4	4	8													54	$6,296.00
8.3 90% Engineer's Estimate	4	12							3	3	4													26	$2,894.00
9. 100% Bid Documents																								226	**$39,146.00**
9.1 100% Admin Plans and Specifications	24	36				24		2	16	16	24													142	$15,242.00
9.2 100% Engineer's Estimate	4	8							2	4	4													22	$2,384.00
9.3 100% Final PS&E	16	16				16			2	4	8													62	$6,920.00
9.4 Rockwood to Blackwood Additional Potholing/Design Elements	**4**								**40**		**120**														**$14,600.00**
10. Bid Assistance																									$6,772.00
10.1 Provide responses to bidder's questions	16	8	4		4				4	8	4			4										52	$6,772.00
11. Construction Engineering (CE)																									$15,258.00
11.1 Respond to RFIs and COs.	16	8	4					2	2	6	4													42	$5,050.00
11.2 Submittal Review and Response	24	24	4			16			2	8	12													90	$10,208.00
LABOR TOTALS	**550**	**436**	**220.5**	**110**	**18**	**290**	**20**	**32**	**247**	**164**	**502**	**16**	**62**	**156**	**212**	**80**	**30**	**305**	**40**	**95**				**6027**	
TOTAL TASKS																									**$502,534.09**
Supplemental Survey of Bijou Park Creek (RTK/Total Station Rental Costs)																									$1,200.00
Phase 1 Environmental Site Assesment - A&M Environmental Services																									**$2,300.00**
~~Insite Land Surveys~~ - TerraGraphic Survyor: Supplemental Surveying for All Project Sites, Property Boundary and Easement Surveying for up to three parcels																									**$15,000.00**
NHC PCSWMM Model Updates																									$1,000.00
Potholing Contractor ($4,000/day for up to 3 days)																									$12,000.00
Cultural Records Search/Map Production																									$750.00
Mileage/Travel Tasks 8-15																									$3,000.00
Report & Plan Production Costs																									$400.00
DIRECT COST TOTALS																									**$35,650.00**
TOTAL COSTS																									**$538,184.09**

C-136-2024 Wildscape Engineering

Final Audit Report 2024-07-03

Created:	2024-06-20
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Agreement completed.

2024-07-03 - 3:53:13 PM GMT

City of South Lake Tahoe
Amendment No. 3 to Bijou Park Creek Watershed Restoration Project, Phase 2 Engineering Services Professional Services Agreement with Wildscape Engineering, Inc. (C-106-2021)

The Professional Services Agreement entered into on September 7, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Wildscape Engineering, Inc. ("CONSULTANT") is hereby amended as set forth below.

The Contract is hereby revised to add the following,

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated September 7, 2021, to the Professional Services Agreement adds the work described within attached **Exhibit, Scope for Construction Engineering and Support Services on the Rockwood to Blackwood Drainage Improvement Project,** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, is $17,074.42, as described in **Exhibit, Scope for Construction Engineering and Support Services on the Rockwood to Blackwood Drainage Improvement Project**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $555,258.51, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

   IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to Professional Services Agreement with Wildscape Engineering to be executed on January 14, 2025.

CITY OF SOUTH LAKE TAHOE

By: Tamara Wallace (Jan 15, 2025 15:11 PST)
Tamara Wallace, Mayor

Date: Jan 15, 2025

CONSULTANT

By: Carol J. Beahan
Carol Beahan, P.E. President,
Wildscape Engineering, Inc.

Date: Jan 16, 2025

Business License # 006076

APPROVED AS TO FORM:

Heather Stroud (Jan 15, 2025 15:10 PST)
Heather Stroud, City Attorney

ATTEST:

Susan Blankenship (Jan 15, 2025 10:50 PST)
Susan Blankenship, City Clerk

Exhibit: Scope for Construction Engineering and Support Services on the Rockwood to Blackwood Drainage Improvement Project

WI LDSCAPE
EJrfGIN[E◆IMQ

Civil and Restoration Design Services
www.wi/dscape-engineering.com
{530} 600-1810

December 23, 2024

Brianna Greenlaw
Project Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Re: Scope for Construction Engineering and Support Services on the Rockwood to Blackwood Drainage Improvement Project

The following is our proposed scope for Construction Engineering and Support Services on the Rockwood to Blackwood Drainage Improvement Project scheduled for construction in 2025 for a total not to exceed cost of $17,074.42. For the detailed cost breakdown see Table 1 on page 3.

Construction Engineering and Support Services Scope

Task 1 Project Management

1.1 Project Management and Coordination: Understanding that it will be critical to provide timely and accurate responses to keep construction moving, the Project manager will manage timelines and communications and coordinate with the City and design engineers to prevent any delays in construction. This task also includes time for invoicing and related administrative efforts.

Task 2 Construction Engineering

2.1 Respond to Request for Information and Change Orders: Design engineers will review Requests for Information and provide draft responses within an agreed upon time frame for City review in order to prevent any delays to construction and will discuss all Change Order requests with the City Project Manager in order to protect the City's interests. and final formal responses incorporating any City input. Assumes up to 20 RFis and cos combined.

2.2 Submittal Review and Response This task provides time to review Contractor submittals, shop drawings and material samples and provide draft and final responses in coordination with the City Project Manager. The formal response template will be provided to the City for review and acceptance and will cover a range of responses likely including "Reviewed No Exceptions Taken", "Provide Additional Information", Make Noted Corrections and Resubmit".

2.3 Respond to Field Fit Changes: The Design Engineer to meet with Contractor and City Project Manager or Inspector on site to assess new information or challenges in the field during construction and provide modifications to designs if and when needed. Assumes up to 5 site visits to address field fit change needs working with the Contractor and the City Project Manager or Inspector and time to incorporate those changes into plan revisions.

Deliverables:

- Draft and City Approved Responses to Rfls and CO Requests and Contractor Submittals
- Revisions to Plans if necessary

Please contact me if you have questions or need additional information. We look forward to continuing to support the City of South Lake Tahoe on this important project.

Sincerely,

Carol J. Beahan

Carol Beahan, PE, QSD, President
carol@wildscape-engineering.com
(530) 600-1810 / (415) 517-1375 cell

Table 1. Construction Engineering and Support Services Cost Breakout

Firm	WILDSCAPE ENGINEERING INC					NTCD			
Personnel Classification	Project Manager Carol Beahan, PE/QSD	Ci-,1 Engineer Brooke Ahmed	Restoration Ecologist Julie Etra WBS	CAD!QSP Field Technician John Alecmder	Adm-ifR?.oJrt Spec1al1:;t J◊llIIB Ailtt::	Senior Project Engineer Megan Kelly, PE	Start Engineer	Total Task Hours	Labor Cost by Task
Hourly Rate	S180.30	$141.00	S150.00	$102.25	S94.50	$165.00	S115.00		
Task Description									
1. Project Managenient and Coordination									**$4,285.50**
1.1 Project Management and Coordination: Project manager will manage formal responses, timelines and communications and coordinate with the City and design team lo ensure that responses lo RFts, COs and Submillals are pro\<ded in a timely manner to pre\<ant any delays in construction. This task also includes time for imoicing and related administrati-..e efforts	15				8	5		28	S4,285.50
2. Construction Engineering (CE)									**$12,698.00**
2.1 Respond to RFIs and COs Design engineers will re-,ew Requests for Inlonmation and Change Orders and proliide draft responses for City re'vtew and final formal responses incorporating any City input. Assumes up to 20 RFIs and COs combined						5	20	25	S3,125 00
2 2 Submittal Re-,ew and Response: Assumes re-,ew and response to up to 25 submittals. Design engineers will re\Aew and pro\-tde draft responses for the City's review in a timely manner and incorporate City comment as needed to produce a final fonmal response to submittals. Also includes time ror the restoration specialist to relriew and pro-,de responses to re\<agetation related RFts, field fi changes and submittals			4			5	25	34	S4,300 00
2 3 Respond to Field Fil Changes:Design Engineer to meet with Contractor and City Project Manager or Inspector on site to assess new information or challenges in the field during construction and pro\Ade modifications to designs if and when needed. Assumes up to 5 site .isits to address field fit change needs '\On<ing with tho Coo,tractor and the City Project Manager ot Inspector and time 10 Incorporate those changes 111to plan rc,!sions		4	4	4		5	25	42	S5,273.00
LABOR TOTALS	**15**	**4**	**8**	**4**	**8**	**20**	**70**	**129**	
TOTAL TASKS									**$16,983.50**
Mileage									$50.92
Report & Plan Production Costs									$40.00
DIRECT COST TOTALS									**S90.92**
TOTAL COSTS									**$17,074.42**

C-007-2025 Wildscape Engineering Amendment 3

Final Audit Report 2025-01-17

Created:	2025-01-15
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUD2h7bLIFNbf1TZFbl67dugqsmeZTjEu

"C-007-2025 Wildscape Engineering Amendment 3" History

Document created by Michelle Davis (medavis@cityofslt.us)
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2025-01-17 - 0:24:36 AM GMT

Document e-signed by Carol Beahan (carol@wildscape-engineering.com)

Signature Date: 2025-01-17 - 0:25:20 AM GMT - Time Source: server

Agreement completed.

2025-01-17 - 0:25:20 AM GMT

CITY OF SOUTH LAKE TAHOE

RATIFICATION OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and Wildscape Engineering, Inc. ("Consultant") is entered into and effective as of the 20th day of October 2025, extending and amending the Professional Services Agreement ("Agreement") dated September 7, 2021. C-106-2021

RECITALS

A. On September 7, 2021, the City entered into the Agreement with Consultant to provide engineering services for the Upper Bijou Park Creek Watershed Restoration Project.

B. The Agreement expired on September 7, 2025 and Consultant continued to perform work on the services specified therein without the benefit of an amendment to the Agreement.

C. The Parties now desire to alter the Agreement's Term to allow Consultant additional time to complete the Scope of Services.

AGREEMENT

The Agreement is hereby extended and will now terminate no later than December 31, 2027. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by December 31, 2027 shall constitute a material breach of the Agreement as amended.

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

CITY OF SOUTH LAKE TAHOE:

By John Dickinson

John Dickinson,
Interim Director of Public Works

CONSULTANT:

By Carol J. Beahan

Carol Beahan, P.E.,
President

Business License # 006076

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME: Brianna Greenlaw
- DEPARTMENT: Public Works
- PHONE: 530-542-6042
- DATE OF SUBMITTAL: 10/15/25

CONTRACT/ AGREEMENT INFO.

- NAME:Wildscape Engineering, Inc.
- CON TRACTOR/CONSULTANT: Consultant
- START: 10/20/25 END: 12/31/27 OPTION TO RENEW: It)
- AMOUNT OF CONTRACT:$ NIA - time extension/ratificatia

BUDGET INFORMATION

ACCOUNT NO.: 30140051-48020 Bijou Park Creek Resto-Engineering&Design

- BUDGET AVAILABLE:

FUNDING VERIFIED:

GRANT FUNDING? Source_____ Federal? YesO NoO

Type of Contract

Professional Services Agreement fil_ Licensell_ MOU LJLease _O_

Purchase Order urchase Agreement_D_ Construction

Revenue Contract eration/Concession Agreement_ Deii D

Maintenance Agree Public Works Contract O Vehicle_

Motorized Equipment IT/Electronic Equipment D

Brief Description:

This PSA amendment is ratifying the contract that expired 9/7/25 and extending it through 12/31/27.

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painti e-painting, and/or repair work involving any publicly owned, leased, or operated facility? Yes__Q_ No If **yes,** forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitti nvironmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes No---lt.J_ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

Reviewing Authority	Signature	Date Signed
Department Head		
Public Works Director *(where applicable)*	John Dickinson	Oct 27, 2025
Dev. Services Director *(where applicable)*		
Finance Director	O. Tikhomirova	Oct 29, 2025
City Attorney	Heather Stroud (Oct 29, 2025 10:57:03 PDT)	Oct 29, 2025
City Manager	Joseph Irvin (Oct 29, 2025 15:24:01 EDT)	Oct 29, 2025
City Clerk	Susan Blankenship (Oct 29, 2025 12:55:36 PDT)	Oct 29, 2025

City Council Meeting Date ***(over $60K or where applicable):*** _____

C-106-2021 Wildscape Engineering

Final Audit Report 2025-10-29

Created:	2025-10-28
By:	Kelli Durocher (kdurocher@cityofslt.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA13ABX4-sOt81ypzocPgc7HJ264beytKk

"C-106-2021 Wildscape Engineering" History

Document created by Kelli Durocher (kdurocher@cityofslt.gov)
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2025-10-29 - 7:23:43 PM GMT

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Document e-signed by Susan Blankenship (sblankenship@cityofslt.gov)
Signature Date: 2025-10-29 - 7:55:36 PM GMT - Time Source: server

Agreement completed.
2025-10-29 - 7:55:36 PM GMT

City of South Lake Tahoe
Amendment No. 5 to Bijou Park Creek Watershed Restoration Project,
Phase 2 Engineering Services Professional Services Agreement with
Wildscape Engineering, Inc. (C-106-2021)

The Professional Services Agreement entered into on September 7, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Wildscape Engineering, Inc. ("CONSULTANT") is hereby amended as set forth below.

The Contract is hereby revised to add the following,

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated September 7, 2021, to the Professional Services Agreement adds the work described within attached **Exhibit, Scope for Final Bid Documents, Permits & Design Oversight for Remaining Individual Project Sites** and **Scope for QSP SWPPP Support Services at Rockwood to Blackwood and Aloha Basin,** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, is $150,000, as described in staff report. This is a portion of the funding needed to provide services in **Exhibit, Scope for Final Bid Documents, Permits & Design Oversight for Remaining Individual Project Sites** and **Scope for QSP SWPPP Support Services at Rockwood to Blackwood and Aloha Basin**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $705,258.51, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

   IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to Professional Services Agreement with Wildscape Engineering to be executed on November 4, 2025.

CITY OF SOUTH LAKE TAHOE

By: _____
Mayor

Date: _____

CONSULTANT

By: _____
Carol Beahan, P.E. President,
Wildscape Engineering, Inc.

Date: _____

Business License # 006076

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

Exhibit: Scope for Construction Engineering and Support Services on the Rockwood to Blackwood Drainage Improvement Project and Scope for QSP SWPPP Support Services at Rockwood to Blackwood and Aloha Basin

Bijou Park Creek Watershed Restoration
Scope for Final Bid Documents, Permits & Design Oversight for Remaining Individual Project Sites

Prepared for

Public Works Department
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA
96150

Submitted by

Wildscape Engineering Inc.
South Lake Tahoe, CA

April 15, 2025

WILDSCAPE ENGINEERING

Civil and Restoration Design Services
www.wildscape-engineering.com
(530) 600-1810

April 15, 2025

Brianna Greenlaw
Project Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Re: Additional Scope for Engineering and Planning Services for the Remaining Bijou Park Creek Watershed Restoration Project Sites

Nicholas Eftine
Dear Ms. Greenlaw,

Respectfully submitted is our request for additional scope to separate and implement the remaining six of nine Bijou Park Creek project sites as individual construction documents and permit approvals rather than continue under the current comprehensive Bijou Park Creek Watershed Improvement Project construction documents. Separation into individual project construction packages was requested by the City of South Lake Tahoe in order to take advantage of different available funding opportunities. Three of the nine project sites have already been separated and completed with two of the three, Rockwood to Blackwood and Aloha Basin, scheduled for construction in 2025 and Bijou Park Creek SEZ Enhancement scheduled for construction in 2026. The remaining six project sites that would be separated and completed under this proposed scope are as follows:

1. Needle Peak Localized Treatment
2. Ski Run Diversion
3. Bijou School Frontage Drainage Improvements
4. Osgood Basin East Expansion
5. Shirley to Whole Foods
6. Pioneer Crossing

Wildscape Engineering, Inc. is pleased to continue to provide professional engineering and related services to advance the stormwater collection, conveyance, and treatment improvements for the Bijou Park Creek Watershed to final construction documents, permit approvals and implementation.

Please contact me if you have questions or need additional information. Our entire team looks forward to finishing the full watershed wide drainage and water quality projects.

Sincerely,

Carol Beahan, PE, QSD, President
carol@wildscape-engineering.com
(530) 600-1810 / (415) 517-1375 cell

I. SCOPE OF WORK

OVERVIEW

The following scope covers separating out six of the nine project sites that are currently part of the larger Bijou Park Creek Restoration and Watershed Improvement Project (WSIP) per the City of South Lake Tahoe's request in order to take advantage of different funding sources and construction seasons. Three of the nine projects have already been carried forward to final construction documents and permits, two of which the City has already advertised for bid, the Rockwood to Blackwood Project and the Aloha Basin, the first of which has been awarded and is scheduled to start construction in May 205. The third project, Bijou Park Creek SEZ Enhancement Project will be constructed by the USDA Forest Service Lake Tahoe Basin Management Unit in 2026. Another project, Keller Clean Water Bypass was separated at 60% designs to be addressed at a later time under a separate effort and is not included in this scope.

The remaining six project sites that would be separated from the larger WSIP plan set and completed under this scope are as follows:

1. Needle Peak Localized Treatment
2. Ski Run Diversion
3. Bijou School Frontage Drainage Improvements
4. Osgood Basin East Expansion
5. Shirley to Whole Foods
6. Pioneer Crossing

In order to develop final construction documents for the individual projects additional potholing, surveying, and drafting will be needed, then each project will need to have individual permit applications developed and agency representatives consulted and each project will also require individual bid support and design oversight during construction. In addition to these tasks, the Rockwood to Blackwood project impacts a small jurisdictional wetland at the new storm drain pipe outfall and will require mitigation monitoring and reporting for up to five years.

PROJECT WORK TASKS AND APPROACH

The following describes the project work tasks involved in bringing the remaining six project sites to completion. Table 1 on page 8 provides the detailed costs.

TASK 1. PROJECT MANAGEMENT & COORDINATION

1.1 Project Management & Meetings

The Project Manager will coordinate directly with the City of South Lake Tahoe (City) Project Manager and the design team members to manage the schedule and the quality of all submittals.

This task includes time to prepare for and participate in meetings with City staff and/or TAC members if and when needed. Assumes up to 4 meetings on an as-needed basis with City staff and resource agency representatives to review design documents and permit needs.

1.2 Planning Commission and/or City Council Meetings

This task covers time to prepare for and participate in up to 2 meetings, either Planning Commission and/or the City Council to appraise them of milestones, accomplishments, and deliverables on an as-needed basis. The regularly scheduled meetings of these bodies provide an opportunity to update and solicit feedback from both the council and commission members.

TASK 2. UTILITY COORDINATION, POTHOLING AND SITE SURVEYING

There remains some potential utility conflicts in the proposed improvement areas, particularly in the paved right of way where the City Engineer at the time of the original potholing effort instructed the potholing/survey crew to postpone the remainder of the investigative work in order to limit the amount of disturbance and pavement patching that was going to be needed.

This task will involve working cooperatively with the utilities to perform potholing of utilities that cannot be avoided. Coordinate and conduct potholing and surveying to identify locations of existing utilities in the vicinity of proposed improvements at the 6 remaining project sites.

Task 2 Deliverables:

- All survey control and survey data points as CAD files.

TASK 3. HYDROLOGIC AND HYDRAULIC ANALYSIS

In order to avoid the cost and challenge of conveying the overflow from expanded Osgood East across Sonora and down Osgood to outlet at Wildwood basin as originally designed the team has been investigating tying the outflow into the existing Caltrans 12-inch storm drain pipe on the north end of Osgood Basin east. Additional H&H analysis is needed as described below in order to confirm and report to Caltrans that the additional flow from Osgood East could be easily conveyed within their infrastructure with no negative impacts.

Osgood East Pond Discharge to Existing 12-Inch RCP

An energy equation was written from the inlet to the system to first junction manhole adjacent to Highway US 50. The calculations to estimate the capacity of the inlet are documented on a separate figure. With an estimated available energy of 2.3 ft, the capacity of the 12-inch RCP is about 2 cubic feet per second.

Comparing this estimate of culvert capacity to the hydrograph discharges from the NHC report indicates that there *might be* sufficient capacity to route flows to the existing Caltrans culvert pipe and avoid construction of the existing alternative to convey flows from Osgood East to the Wildwood basins. Evaluation of this alternative would be undertaken using the EPA Stormwater Management Model (SWMM) because it offers routing of flows through the system. (It is an unsteady state numerical model.) SWMM is useful because it was designed for design and analysis of urban drainage systems.

What we would need to complete the proposed analysis comprises:

- The NHC hydrograph of flow from the hydraulic splitter at the Osgood West outfall to the Osgood East Pond (the models used to develop the hydrograph would be good to have)
- As-built drawings or surveyed elevations of the inlet to the Caltrans drainage system
- Master Drainage Plan and Lumos HEC-HMS models of the contributing watersheds
- Caltrans drainage calculations for their drainage network

The approach would be to create a SWMM model of the area of interest, including the Caltrans drainage system to its outfall into Lake Tahoe[1]. SWMM would be used to estimate flows contributing to the system, route the NHC hydrograph through the Osgood East Pond and into the Caltrans drainage system, and compute the hydraulics of the system for the existing condition and proposed system (with Osgood East constructed). The objective is to determine whether sufficient capacity exists to convey flows from the flow splitter at the outlet of Osgood West, through the proposed Osgood East Pond and into the Caltrans drainage system.

Task 3 Deliverables:

- SWMM results and letter report
- Final H&H report for Caltrans review and approval

TASK 4 LICENSE AGREEMENTS AND SPECIAL USE PERMITS

4.1 TRPA Land Capability Verification

The team will coordinate with TRPA to conduct Land Capability Verification analysis on the properties for each of the individual projects within the City rights-of-way, land acquisitions (should there be any), and assist the City with resolving surface coverage related permit conditions that may be required within the TRPA permit for the project. We will include existing condition and proposed conditions Land Capability/Coverage tables on the project construction plans.

4.2 Appraisals

An appraisal of up to three parcels identified for easements or acquisition will be completed in conformance with federal and state policy. Each property owner will be contacted by the consulting firm and given the opportunity to accompany the appraiser during the appraisal. The City's Project Manager will also be given the opportunity to attend. We will prepare an appraisal report containing at a minimum, the following information:

- The purpose and function of the appraisal, including limiting factors and conditions;
- A description of the physical characteristics of the property being acquired in addition to the highest and best use of the property;
- A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the sales comparison approach only;
- A description of comparable sales relied on in the determination of value;
- A statement of the value of the property rights to be acquired, including damages to the remainder;
- A signed certification of the appraiser and the effective dated of the valuation.

4.3 Acquisition

Acquisition services may include making contacts with property owners of all subject parcels for the purpose of negotiating purchase price of real property or easements. Consultant will assume the responsibility of coordination and management of the negotiation process. Services will include the following;

- Preparing the offer letter and other related documents based on the appraised and accepted fair market value;
- Statement that City may take property by eminent domain for full or partial acquisitions in the event negotiations fail;
- Notification in accordance with California Code of Civil Procedure Section 1263.025 that the property owner is entitled to obtain an independent appraisal, and should the property owner elect to do so, City will pay for the actual reasonable costs up to $5,000: the independent appraisal shall be conducted by an appraiser licensed by the Office of Real Estate Appraisers;
- Summary Statement Relating to the Purchase of Real Property or Interest therein;
- Purchase and Sale Agreement or Easement Acquisition Agreement for Public Purposes, as applicable;
- Preparing the purchase agreement and conveyance documents;
- Delivering offer letter and conveyance documents to the City and Caltrans for review and approval;

- Making City requested changes as appropriate;
- Meeting with property owners to discuss the project in general, reviewing easement exhibits and legal descriptions, confirming property owner and occupant information and delivering and explaining the official first written offer;
- Maintaining follow-up contact information for property owners;
- Receiving and responding to property owner inquires either verbally or in writing and making record of such correspondence;
- Maintaining contact reports for each parcel;
- Continuing negotiations with property owners until agreement is reached; and
- Transmitting signed agreements to the City promptly for acceptance and processing.

4.4 Title, Escrow, and Closing

We will assume responsibility to ensure all closings are completed in a timely manner by continuing coordination with the Title Company handling the escrows. We will work closely with the Title Company to ensure quality title is obtained. Services will include:

- Reviewing the updated title. The City will obtain updated preliminary title reports for review.
- Opening escrow, deposit funds and documents, prepare escrow instructions and monitor closing of escrows.
- Assisting the Title Company with releasing any liens, mortgages, or encumbrances of record.
- Preparing warrant requests to the City with proper supporting documentation including recommended resolutions to escrow related issues.
- Coordinating the clearing of tax requirements and assessments.
- Attending all meetings and facilitating all closings.
- Ensuring final title policies only contain exceptions that the City is willing to accept.
- Submitting a completed property acquisition report for each property, including transfer of all pertinent related documents to the City.

TASK 5. PERMITTING

Permitting has been completed for the first three projects already scheduled for construction; however additional permitting will be required for each of the six additional projects.

5.1 TRPA Permit

The Bijou Park Creek Restoration Project is a Lake Tahoe EIP Project (EIP Number 01.01.01.0118) and therefore will need to obtain an EIP Project Permit from the Tahoe Regional Planning Agency. The Team will complete a TRPA Initial Environmental Checklist for submission with each individual project Permit Application. After obtaining a draft TRPA permit, the Team will review the contents and review the draft permit with the City so that the Design Documents can be finalized, and all regulatory requirements are conveyed to any potential bidders.

5.2 404/401/1600 Permitting

The remaining six projects now that they will be pursued individually will require a range of resource agency permits. The individual projects will require some or all of the listed permits below depending upon extent of SEZ and/or wetland restoration elements:

- Clean Water Act (CWA) Section 401 WQ Certification – State Water Resources Control Board
- CWA Section 402, NPDES Permit - Lahontan Regional Water Quality Control Board
- CWA Section 404 Permit (Dredge and Fill) – US Army Corps of Engineers
- 1600 Streambed Alteration Agreement Permit – California Department of Fish and Wildlife
- ESA Section 7 Consultation – US Fish and Wildlife Service

Under this task our team will conduct the necessary consultations and develop the draft and final application packages and submit in the required order to acquire the necessary permissions to construct. Information, mapping and data from the aquatic, wildlife and botanical surveys already completed will be incorporated into the permit applications. This task includes time to meet with resource agency representatives on site as needed to bring them up to speed on the site setting and need and discuss recommended measures to incorporate into the designs.

5.3 Stormwater Pollution Prevention Plan (SWPPP)

A Draft and Final Stormwater Pollution Prevention Plan or SWPPP may or may not be required depending upon size of each individual project. If a SWPPP is not required, Lahontan Regional Water Quality Control Board will still likely require a simple Erosion Control Plan (ECP) as they've made that request for the already completed projects. This task assumes up to 2 SWPPPs and 4 Erosion Control Plans to be developed to meet the requirements of the Lahontan Regional Water Quality Control Board.

Task 5 Deliverables:

- Draft and Final Permits
- Draft and Final SWPPP/*ECPs*

TASK 6. ROCKWOOD TO BLACKWOOD MITIGATION MONITORING

6.1 Photo Point Establishment and Botanical Surveys for Mitigation Monitoring & Reporting

This task covers establishing the photo points for annual photo monitoring and documentation to be done by the city and conducting the vegetation surveys and plant coverage reporting as required by the Lahontan Regional Water Quality Control Board approved mitigation and monitoring plan. It is assumed the City will produce and submit the annual monitoring reports that will encompass the annual vegetation survey results and reporting.

TASK 7. INDIVIDUAL PROJECT BID DOCUMENTS

7.1 100% Plans and Technical Specifications

This task covers breaking out and developing individual project plans and technical specifications to Admin and Final Stamped plans and technical specifications incorporating the additional potholing information and comments from City staff and agency representatives.

7.2 100% Engineer's Estimate

Current cost estimates will be updated based on the individual project plan and specification updates above.

Task 6 Deliverables:

- 100% Admin and Final PS&E bid package for City Review

TASK 8. BID ASSISTANCE

8.1 Provide responses to bidder's questions for each individual project

The proposed Project Manager and key team members will respond to questions and requests for information and developing any addendums as needed on a short time frame for the individual projects during the bidding process.

Task 8 Deliverables:

- Draft and City Resident Engineer Approved Responses
- Bid Addenda Sections

TASK 9. CONSTRUCTION ENGINEERING (CE)

9.1 Design Input during Construction

The Project Manager and supporting staff will provide the following when each project goes to construction.

9.2 Respond to Request for Information and Change Orders

Wildscape Engineering will provide responses to Contractor submitted Requests for Information (RFIs) and Change Order (CO) submittals. We would review and provide draft responses for City review within an agreed upon short time frame in order to prevent any delays to construction and would discuss with the City Project Manager and/or Engineer or Record if not Wildscape, all Change Order requests in order to protect the City's interests.

9.3 Submittal Review and Response

This task provides time to review Contractor submittals, shop drawings and material samples and provide draft and final responses in coordination with the City Project Manager and/or Engineer of Record if not Wildscape. The formal response template will be provided to the City for review and acceptance and will cover a range of responses likely including "Reviewed No Exceptions Taken", "Provide Additional Information", Make Noted Corrections and Resubmit".

Task 9 Deliverables:

- Draft and City Resident Engineer Approved Responses to RFIs and CO Requests
- Revisions to Plans if necessary
- SWPPP Amendments as needed

WILDSCAPE ENGINEERING

Civil and Restoration Design Services
www.wildscape-engineering.com
(530) 600-1810

Table 1. Bijou Park Creek Watershed Restoration Project Final Construction Documents, Permitting, Bid, and Construction Design Support for Individual Remaining Projects

Labor Hours by Subtask

Firm	WILDSCAPE ENGINEERING INC							Randy Meyer Surveying		Interwest			Lynn Barnett &Associates		
Personnel Classification	Project Manager Lead Engineer Carol Beahan, PE/QSD	Civil Engineer	Restoration Ecologist Julie Etra WBS	Senior H&H Engineer Dr. David Thompson, PhD, PE	CAD/GIS/Field Technician	Staff Ecologist	Admin/Report Specialist Jamie Allec	Field Surveying	Mapping	Senior Real Estate Agent John Almazan	Interwest Sr Agent	Interwest Tech Support	Lynn Barnett, Appraiser	Total Subtask Hours	Labor Cost by Task
Hourly Rate	$180.30	$141.00	$165.00	$188.35	$102.25	$88.65	$96.90	$250.00	$175.00	$175.00	$145.00	$145.00	$125.00		
Task Description															
1. Project Management and Coordination														46	$8,293.80
1.1 Project Management and Meetings: Manage project deliverables and timelines. Prepsre for and particicipate in up to 4 meetings on an as-needed basis with City staff and resource agency representatives to review design documents and permit needs.	40													40	$7,212.00
1.2 Planning Commission and City Council Meetings: Assumes preparation and participaation at up to 2 meetings.	6													6	$1,081.80
2. Potholing & Surveying for Utilities														162	$31,047.60
2.1 Utility Coordination, Potholing and Identification - Work cooperatively with utilities to perform potholing of utiliites that cannot be avoided. Coordinate and conduct potholing and surveing to identify locations of existing utilities in the vicinity of proposed improvements at the 6 remaining project sites. Keller Clean Water Bypass is not included in this scope given it was tabled at 60% designs.**Includes potholing direct costs listed below.**	12	30			24			72	24					162	$31,047.60
3. Additional Hydrologic and Hydraulic Analysis														100	$16,187.80
3.1 Hydrology and Hydraulics Study and Report for Osgood Overflow into Caltrans System. Develop SWMM model and produce a Final H&H report to acquire Caltrans approval.	4	20		40	4									68	$11,484.20
3.2 Update H&H for remaining five sites (Osgood addressed under 3.1) as needed to check final designs and make any needed adjustments.	4	20		4	4									32	$4,703.60
4. Real Property Acquisitions														314	$49,516.60
4.1 TRPA Land Capability Verification	12														$2,163.60
4.2 Appraisals - Includes up to 3 appraisals	6							24					144	174	$25,081.80
4.3 Acquistion: Includes 3 partial acquisitions	2							2		6	60			70	$10,610.60
4.4 Title, Escrow, and Closing (incl support)	2							12		6	30	20		70	$11,660.60
5. Permitting														196	$27,129.00
5.1 TRPA EIP Permit	6	24						2	2					34	$5,315.80
5.2 404/401/1600 permitting	24	32				24								80	$10,966.80
5.3 Stormwater Pollution Prevention Plan (SWPPP) and Erosion Control Plan (ECP): Assumes 2 SWPPPs and 4 ECPs.	6	52			20		4							82	$10,846.40
6. Rockwood to Blackwood Mitigation Monitoring														708	$28,479.20
6.1 Rockwood to Blackwood Mitigation Monitoring - Botanical and Photo Point Monitoring and Reporting	20		120		8	48									$28,479.20
7. Individual Project Final Bid Packages														378	$51,026.40
7.1 100% Admin and Final Stamped Plans and Specifications	60	84	30		144		12							330	$43,498.80
7.2 100% Engineer's Estimate	12	24	12											48	$7,527.60
8. Bid Assistance														60	$10,399.20
8.1 Provide responses to bidder's questions	24	12	12					4	8					60	$10,399.20
9. Construction Engineering (CE)														152	$57,942.60
9.1 Respond to RFIs and COs.	24	18	12		24		2	2	6					88	$13,043.00
9.2 Submittal Review and Response	18	18	6		12			2	8					64	$9,900.40
9.3 Provide Design Input during construction. Includes time to meet and answer questions in the field.	144	36	24												$34,999.20
LABOR TOTALS	**426**	**370**	**216**	**44**	**240**	**72**	**18**	**120**	**48**	**12**	**90**	**20**	**144**	**1820**	
TOTAL TASKS															**$280,022.20**
Potholing Contractor ($6,000/day for 1.5 days per site)															$54,000.00
Mileage/Travel Tasks 8-15															$1,000.00
Report & Plan Production Costs															$200.00
DIRECT COST TOTALS															**$55,200.00**
TOTAL COSTS															**$335,222.20**

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October 10, 2025

Brianna Greenlaw
Project Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Re: Scope for QSP SWPPP Support Services at Rockwood to Blackwood and Aloha Basin

Please see the proposed scope and costs below to support the City of South Lake Tahoe (City) with SWPPP compliance for up to two years per the requirements of the Tahoe Construction General Permit until sufficient vegetation has grown in to apply for and acquire a Notice of Termination. SWPPP services include conducting and reporting on the required monthly QSP inspections over the winter season (October 16th – April 30th) and conducting storm inspections and reporting when there is sufficient rain to produce a discharge. Field turbidity measurements will be taken of site run on and runoff to be included in the storm reporting to illustrate the site conditions to Lahontan Regional Water Quality Control Board (Lahontan Water Board).

As soon as there is vegetation growth at each of the two sites, Wildscape Engineering will apply for a Notice of Termination (NOT) and upload the required documentation including a QSP inspection report and photo map for Lahontan Water Board approval. Any remaining scope once the NOT is approved will not be billed to the City and this Task will be terminated.

Table 1. QSP Services for Aloha and Rockwood to Blackwood Projects

	Labor Hours by Sub-Task				
Firm	**Wildscape Engineering**				
Personnel Classification	QSD/WPCM	QSP/Stormwater Site Inspector	Admin/Report Specialist	Hour Totals	Labor by sub-task
Task/Subtask	$113.00	$91.50	$96.90		
1. Daily Weather Tracking and Reporting: Download and circulate the NOAA weather reports any time a qualifying storm event is forecasted. Assumes 1 hour per month during the monitoring period.			24	24	**$ 2,325.60**
2. Stormwater Monitoring & Sampling: Conduct a during storm site inspection any time there is 0.5 inches of rain in a 24 hour period that would likely produce runoff/discharge. Produce "during storm" report and collect and analyze run on and runoff field turbidity samples if necessary. Report to City Project Manager if there are any issues observed. Assumes up to 16 during storm monitoring events over the up to two years of SWPPP monitoring until a NOT is acquired. .	4	28		32	**$ 3,014.00**
3. Inactive (Over Winter) SWPPP Inspection and Reporting: Condcut the required over winter monthly monitoring from October 15th to April 30. Assumes up to 1.5 x a month visual inspections from October to April between the first and final active construction periods for up to 2 qualifying storm events (i.e. weather events with 50% or greater chance of rain of 0.5 inches or more in a 24 hour period) per month requiring pre-storm inspections.	4	21		25	**$ 2,373.50**
4. Annual Reporting and Notice of Termination (NOT): Produce a draft annual report in 2026 if needed (assumes current QSP will submit the 2025 Annual report. Submit a Change of Information (COI) for inactive sites and produce and submit a Draft Notice of Termination (NOT) complete with final QSP inspection and Photo Map for each site once vegetation has grown in.	6	6		12	**$ 1,227.00**
LABOR TOTALS	**14**	**55**	**24**	**93**	**$8,940.10**
Direct Costs					
Mileage during Inactive (Overwinter - Oct - April) and Storm Inspections					$252.00
DIRECT COST TOTAL					**$252.00**
TOTAL					**$9,192.10**

Please contact me if you have questions or need additional information.

Sincerely,

Nicholas Collins

Carol Beahan, PE, QSD, President (530) 600-1810
carol@wildscape-engineering.com

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #: 15

Agenda Item: Professional Services Agreement with PlaceWorks for the 2027-2035 Housing Element Update

Executive Summary: Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of the community. Californiaâ€™s local governments meet this requirement by adopting Housing Elements as part of their General Plan (also required by the state). Local governments are also required to submit draft and adopted housing elements to the California Department of Housing and Community Development (HCD) for state law compliance review. This review ensures that the housing element meets the various state mandates. The current Housing Element had a five-year planning period from June 30, 2022 through June 30, 2027. Due to the adoption of the Regional Transportation Plan in July 2025 by Tahoe Regional Planning Agency, City will move to an eight year planning cycle and has 18 months to update the Housing Element under state housing law. After releasing an RFP, it was determined that PlaceWorks would be the best firm to assist the City to develop the 2027-2035 Housing Element Update.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Professional Service Agreement with PlaceWorks, in an amount not to exceed $200,000, for the development of the 2027-2035 Housing Element Update.

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager and Crystal Plotner, Assistant Housing Planner

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

Attachments:

01-Staff Report - Housing Element
02-PSA_HousingElementUpdate20272035.pdf
03 - South-Lake-Tahoe-7th-Cycle-RHNA-080725.pdf

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

Meeting Date: November 4, 2025

Title: Professional Services Agreement with PlaceWorks for the 2027-2035 Housing Element Update

Location: Citywide

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager and Crystal Plotner, Assistant Housing Planner

Background: Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of the community. California's local governments meet this requirement by adopting Housing Elements as part of their General Plan (also required by the state). General Plans serve the local government's "blueprint" for how the city and/or county will grow and develop and include seven required elements: land use, transportation, conservation, noise, open space, safety, and housing.

State housing element law (Government Code Section 65580) mandates that local governments must adequately plan to meet the existing and projected housing needs of all economic segments of the community. Although the housing element must follow all the requirements of the general plan, the housing element has several state-mandated requirements that distinguish it from other general plan elements. Whereas the state allows local governments the ability to decide when to update their general plan, state law sets the schedule for periodic update (four- or eight-year time frame) and is synchronized with the Regional Transportation Plan (RTP) cycle of the relevant Metropolitan Planning Organization (MPO). Tahoe Regional Planning Agency (TRPA) serves as the MPO and adopted the RTP in July 2025.

Local governments are also required to submit draft and adopted housing elements to the California Department of Housing and Community Development (HCD) for state law compliance review. This review ensures that the housing element meets the various state mandates. Should the city satisfy these requirements, the state will "certify" that the element is legally adequate. Failing to comply with state law could result in potentially serious consequences such as reduced access to infrastructure, transportation, and housing funding and vulnerability to lawsuits.

The current Housing Element had a five-year planning period from June 30, 2022 through June 30, 2027. Councilmember Friedrich made the motion and Councilmember Bass seconded the adoption on the current Housing Element at the June 21, 2022 City Council meeting. TRPA adopted the Regional Transportation Plan in July 2025 and so

the City has 18 months after this date to update the Housing Element and will move to an eight year planning cycle. On August 7, 2025, California Department of Housing and Community Development provided a letter to notify the City of their 7th Cycle Regional Housing Need Allocation (RHNA) and Housing Element Update (Attachment 3).

Issue and Discussion: A Request for Proposals (RFP) was released on August 29th, 2025 with proposals due on October 3rd, 2025. Two proposals were received from consulting firms: 4Leaf, Inc. and PlaceWorks. A selection panel comprised of Jessica Wackenhut Lomeli, Housing Manager; Andrew Black, Financial Services Supervisor; John Hitchcock, Planning Manager; and Crystal Plotner, Assistant Housing Planner reviewed and scored the submittals on the following criteria totaling 100 points:

- Cover Letter - 5 points
- Executive Summary - 10 points
- Company History, Background and Experience - 20 points
- Scope of Work/Implementation - 35 points
- Project Budget – 25 points
- Description of Recent Projects/References – 5 points

Scores of the two consulting forms were averaged and the review scoring is below:

4Leaf, Inc.- 91 Points
PlaceWorks- 95 Points

After the review process, it was determined that PlaceWorks would be the best firm to assist the City to develop the 2027-2035 Housing Element Update. PlaceWorks staff are familiar with developing Housing Elements and Updates for the City of South Lake Tahoe and other mountain resort jurisdictions. The proposal from PlaceWorks includes the scope of work, project schedule, and optional tasks to be included in the scope of work. The recommended scope of work and project schedule is included as part of the draft Professional Services Agreement (PSA) (Attachment 2).

The selected consultant will be expected to prepare a draft and final Housing Element update, prepared pursuant to the State of California Government Code Sections 65580 - 65589.8. The Element must be consistent with statewide housing statutes, housing element guidelines and governmental goals and policies as reflected within the California Government Code and the California Health and Safety Code. The Housing Element update must also be consistent with other adopted elements of the City General Plan, the zoning regulations and other City regulations, policies and standards. The consultant will provide a list of amendments necessary to resolve any inconsistencies within the General Plan and Municipal Code.

It is recommended that City Council pass a Motion authorizing the City Manager to execute a Professional Service Agreement with PlaceWorks, in an amount not to exceed $200,000, for the development of the 2027-2035 Housing Element Update.

Financial Implications: The proposed project budget includes various options base on the type of environment review conducted for the project. City staff anticipate that the $200,000 budget allocation at the August 26, 2025 meeting (General Plan Maintenance Account # 27000371042025) is sufficient to cover the scope of work. The Professional Services Agreement also contains a not to exceed amount of $200,000. If additional funds are needed to satisfy requirements under the California Environmental Quality Act, staff will return to City Council for authorization.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The following adopted policies and programs are applicable to this discussion:

Priority 1- Ability for Everyone Who Works Here to Live Here

Activity 1.8 -Evaluate ability to reduce regulations for development and streamline approval process.

Activity 1.9- Evaluate the feasibility of a citywide residential area plan.

Activity 1.11- Identify and secure funding to develop a multi-family residential rehabilitation program.

Activity 2.6- Evaluate the impact of regulatory systems at local, regional, and state levels.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____day of _____ 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and PlaceWorks ("Consultant").

RECITALS

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

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

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

AGREEMENT

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

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

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

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $200,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City.

Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

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

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

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

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

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

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

standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

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

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

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

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

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

15. Insurance Requirements.

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

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

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not

acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

If to City:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

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

If to Consultant:
PlaceWorks
101 Parkshore Drive, Suite 200
Folsom, California 95630

Provide a copy to:

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

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

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado

Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:	CONSULTANT:
By_____	By _____
Cody Bass, Mayor	Jennifer Gastelum, Principal
Date _____	Date _____

Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

Heather Stroud, City Attorney

ATTEST:

By_____ Date _____
Susan Blankenship, City Clerk

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

EXHIBIT A

SCOPE OF SERVICES

Scope of Work to be Performed

The City of South Lake Tahoe is seeking professional consulting services to update the City's adopted housing element in a manner consistent with current State law, ensuring certification of the final element by HCD by January 2027.

Proposals must address the following tasks, providing a description and timeline of how they would be accomplished. Additional or optional tasks may be included and creative approaches are welcome. The final scope of work will be subject to refinement and mutual agreement following the project's launch and further discussion.

Task 1: Project Management & Coordination

This task includes coordination between the consultant and City staff including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the City's updated Housing Element. Proposal should identify the number of meetings anticipated and expectations for jurisdictional staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described. Strategies for ensuring coordination with HCD over the course of the project should also be addressed, as needed.

Task 2: Community Outreach and Engagement

Support city staff in developing a program that effectively reaches, educates and engages the community throughout the Housing Element update. This should include strategies to ensure broad inclusion, particularly of hard to reach groups and special needs populations, with special attention given to communicating information so it is accessible and easy to understand. Outreach is expected to begin early in the process and continue throughout for feedback on important topics such as draft ideas, site options, the draft Housing Element and environmental reviews. Consultant will support the engagement.

Task 3: Evaluation of 2022-2027 Housing Element

Review the current Housing Element and identify City of South Lake Tahoe's success in accomplishing/implementing the identified goals, policies and programs; and provide explanations and updates where goals, policies or programs are in progress, have been abandoned or have not proven effective. Review the Annual Progress Reports.

Task 4: Document Review

The Consultant will review documents relevant to the Housing Element update to gain an understanding of local conditions and needs. Documents will include, but are not limited to:

- Analysis of Local Funding Source(s) for Housing Initiatives (January 2023)
- Disparate Impact Analysis of a Proposed Local Tenant Preference Policy (December 2024)
- TRPA Tahoe Living Working Group – Growth Management System Briefing Book (May 2025)

Task 5: Housing and Special Housing Needs

Utilizing public input, data from the City of South Lake Tahoe, Tahoe Regional Planning Agency, Sacramento Area Council of Governments, California Department of Finance, US Census and American Community Survey, Comprehensive Housing Affordability Strategy (CHAS), and any other relevant data sources to understand:

1. Analysis of population and employment Trends
2. Analysis of Household Characteristics, including cost burden and housing overcrowding
3. Existing Housing Needs
4. Analysis of Special Needs Housing
5. Analysis of Subsidized Housing Developments with Expiring Contracts
6. Projected Housing Needs for all income levels, to address the 7th cycle RHNA including historic and projected housing production

Task 6: Sites Inventory and Analysis

Prepare the sites inventory section of the Housing Element, demonstrating how the City of South Lake Tahoe will satisfy its RHNA in each income category. This includes identifying safe assumptions, evaluating sites and analyzing potential policy strategies to increase site capacity, demonstrating development viability (per State law) and inputting the information into HCD's electronic form for submittal with the updated element. We anticipate that this will be the most significant area of work for the update process and will need to start early in order to ensure adequate time for consideration of potential areas for rezoning or other changes to development standards needed to achieve the RHNA.

Task 7: Constraints Analysis

The consultant will identify and analyze potential and actual governmental constraints to the maintenance, improvement, or development of housing for all income levels, including housing for people with disabilities. The analysis should identify the specific standards and processes of these constraints and evaluate their impact on the supply and affordability of housing. The analysis should determine whether local, regional, or state regulatory standards pose an actual constraint and must also demonstrate efforts to remove constraints that hinder a jurisdiction from meeting its housing needs

Task 8: Fair Housing (AB 686)

The consultant must include a program to affirmatively further fair housing and must include an Assessment of Fair Housing, consistent with AB 686.

Task 9: General Plan Consistency

The consultant shall identify any aspects of the City's General Plan that may need to be amended to be in compliance with state law consistent with the 2022-2027 Housing Element. Provide the City with a memorandum outlining and justifying the recommendations for amendments to other General Plan elements and key components that will be necessary to complete the amendments (i.e. agency coordination, technical studies, California Environmental Quality Act (CEQA) compliance, etc.).

Task 10: Goals, Policies, Programs and Quantified Objectives

Identify goals, policies, programs and quantified objectives to include in the Housing Element to ensure compliance with State law and effective response to the housing needs, constraints and key priorities identified through the update process. This task includes ensuring responsiveness to priorities articulated through the community engagement process as well as ensuring internal consistency with other elements of the General Plan. This task will include identification of other General Plan policy updates or revisions needed to ensure consistency.

Task 11: Draft Housing Element and Public Hearings

Prepare and submit an administrative draft Housing Element for jurisdictional staff review. Staff will provide a comprehensive set of desired changes. Once edits are complete, prepare a draft Housing Element that is made available to the public and presented to both the Planning Commission and City Council at public hearings. Based on Commission and Council input, prepare a HCD review draft and submit to HCD for the mandated review.

- Administrative draft and draft housing element (Microsoft Word)

- PowerPoint
- 2 public hearings

Task 12: Final Draft Hearings, Final Adoption and Certification

The consultant will work closely with HCD and jurisdiction staff to respond to any comments and produce a final draft housing element for adoption. Present to the Planning Commission and City Council at public hearings. Prepare the final Housing Element, including any changes from the public hearings, and submit to HCD for final certification as well as the water/sewer district and the California Office of Land Use and Climate Innovation.

- Draft final and final housing element (Microsoft Word and PDF)
- PowerPoint
- 2 public hearings

Task 13: CEQA Compliance

Prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report and CEQA Determination. This should include public posting and noticing for comment. For budget purposes, consultant may list different prices depending on the level of analysis that may ultimately be needed.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$200,000**
Hourly Rate:	**$ N/A/hour**
Travel and out-of-pocket expenses	**$ N/A**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$200,000**
(Schedule of Fees Attached)	

Table 2 Cost Estimate

		PLACEWORKS															
	Title	JENNIFER GASTELUM Principal	CYNTHIA WALSH Senior Associate	AMY SINSHEIMER Senior Associate	JOSE AYALA Associate	HAZEL CHOI Project Planner	JULIA SCHNELL Project Planner	MARK TEAGUE Principal Advisor	MILES BARKER Associate	JESSICA MENDOZA Project Planner	ROB MAZUR Associate Principal	CHRIS HAZEL Project Planner					
	Role:	*Principal-in-Charge*	*Project Manager*	*Advisor*	*Housing*	*Housing*	*Housing*	*CEQA Lead*	*Project Manager*	*CEQA*	*Director of GIS*	*GIS*	*Graphics*	*Technical Editing*	*WP/ Clerical*	Total Hours	TOTAL TASK BUDGET
	Hourly Rate:	$290	$240	$245	$190	$170	$170	$300	$190	$160	$270	$160	$155	$170	$150		
TASK 1. Project Management and Coordination																	
1.1	Project Kick-off Meeting	1	2	1	1		1	1								7	$1,675
1.2	Project Management	6	20		6											32	$7,680
	Task 1. Subtotal	7	22	1	7	0	1	1	0	0	0	0	0	0	0	39	$9,355
TASK 2.Community Outreach and Engagement																	
2.1	Community Outreach and Engagement Plan	2	10	2											4	18	$4,070
	Consultations		6			20								4		30	$5,520
	2 Meetings	4	16		8	8					1	6	8			51	$10,350
	Task 2. Subtotal	6	32	2	8	28	0	0	0	0	1	6	8	4	4	99	$19,940
TASK 3. Evaluation of 2022-2027 Housing Element																	
3.1	Evaluation of 2022-2027 Housing Element		8			25										33	$6,170
	Task 3. Subtotal	0	8	0	0	25	0	0	0	0	0	0	0	0	0	33	$6,170
TASK 4.Document Review																	
4.1	Document Review		1	1	2	4		1			1					10	$2,115
	Task 4. Subtotal	0	1	1	2	4	0	1	0	0	1	0	0	0	0	10	$2,115
TASK 5. Housing and Special Housing Needs																	
5.1	Housing and Special Housing Needs		8		12	35										55	$10,150
	Task 5. Subtotal	0	8	0	12	35	0	0	0	0	0	0	0	0	0	55	$10,150
TASK 6. Sites Inventory and Analysis																	
6.1	Approved and/or Pending Projects		1	1			8									10	$1,845
6.2	Housing Parcel Identification Analysis		4	1			20				1	8				34	$6,155
6.3	Underutilized Sites Analysis		4				8									12	$2,320
6.4	Infrastructure Analysis		1				8									9	$1,600
6.5	Electronic Housing Element Site Inventory Form		1			8										9	$1,600
6.6	Financial and Programmatic Resources		1			4										5	$920
	Task 6. Subtotal	0	12	2	0	12	44	0	0	0	1	8	0	0	0	79	$14,440
TASK 7.Constraints Analysis																	
7.1	Constraints Analysis		4	1	4	25	4									38	$6,895
	Task 7. Subtotal	0	4	1	4	25	4	0	0	0	0	0	0	0	0	38	$6,895
TASK 8. XX Fair Housing (AB 686)																	
8.1	Fair Housing (AB 686)	1	4	2			25				8					40	$8,150
	Task 8. Subtotal	1	4	2	0	0	25	0	0	0	8	0	0	0	0	40	$8,150
TASK 9. General Plan Consistency																	
9.1	General Plan Consistency	1	4		8			6						4	2	25	$5,550
	Task 9. Subtotal	1	4	0	8	0	0	6	0	0	0	0	0	4	2	25	$5,550
TASK 10. Goals, Policies, Programs, and Quantified Objectives																	
10.1	Goals, Policies, Programs, and Quantified Objectives	2	8	2	8		8									28	$5,870
	Task 10. Subtotal	2	8	2	8	0	8	0		0	0	0	0	0	0	28	$5,870
TASK 11. Draft Housing Element and Public Hearings																	
11.1	Administrative Draft	4	16	2										12	8	42	$8,730
11.2	Public Review Draft	2	10											2	2	16	$3,620
11.3	HCD Review Draft 1	1	6				8								2	17	$3,390
11.4	HCD Review Draft 2	1	6				8								2	17	$3,390
11.5	HCD Coordination	2	16				20								2	40	$8,120
11.6	Addressing Public Comment					6										6	$1,020
11.7	Public Hearings	1	12			6								2		21	$4,530
	Task 11. Subtotal	11	66	2	0	12	36	0	0	0	0	0	0	16	16	159	$32,800
TASK 12. Final Draft Hearings, Final Adoption and Certification																	
12.1	Final Draft and Certification		8				8								4	20	$3,880
12.2	Adoption Hearings	1	12			6								2		21	$4,530
	Task 12. Subtotal	1	20	0	0	6	8	0	0	0	0	0	0	2	4	41	$8,410
TASK 13. CEQA Compliance - Option 1																	
13.1	Exemption							1	6	16		1				24	$4,160
13.1.1	SB-18 Consultation Assistance								4	8					4	16	$2,640
	Task 13. Subtotal	0	0	0	0	0	0	1	10	24	0	1	0	0	4	40	$6,800
TASK 13. CEQA Compliance - Option 2																	
13.2	Addendum							4	16	40		4				64	$11,280
13.2.1	SB-18 Consultation Assistance								4	8					4	16	$2,640
	Task 13. Subtotal	0	0	0	0	0	0	4	20	48	0	4	0	0	4	80	$13,920
	Labor Hours Total	29	189	13	49	147	126	13	30	72	11	19	8	26	34	766	
	Labor Dollars Total	$8,410	$45,360	$3,185	$9,310	$24,990	$21,420	$3,900	$5,700	$11,520	$2,970	$3,040	$1,240	$4,420	$5,100	766	
REIMBURSABLE EXPENSES																	
PlaceWorks Reimbursable Expenses																	$1,524
	EXPENSES TOTAL																$1,524
GRAND TOTAL with CEQA option 1																	**$138,169**
GRAND TOTAL with CEQA option 2																	**$145,289**

Table 3 Additional CEQA Cost Estimates

The PlaceWorks Team

South Lake Tahoe 2027-2035 Housing Element Update

COST PROPOSAL

		PLACEWORKS																	
		JENNIFER GASTELUM	CYNTHIA WALSH	AMY SINSHEIMER	JOSE AYALA	HAZEL CHOI	JULIA SCHNELL	MARK TEAGUE	MILES BARKER	JESSICA MENDOZA	ROB MAZUR	CHRIS HAZEL							
	Title	Principal	Senior Associate	Senior Associate	Associate	Project Planner	Project Planner	Principal Advisor	Associate Planner	Project Planner	Associate Principal	Project Planner							
	Role:	*Principal-in-Charge*	*Project Manager*	*Advisor*	*Housing*	*Housing*	*Housing*	*CEQA Lead*	*Project Manager*	*CEQA*	*Director of GIS*	*GIS*	*Graphics*	*Technical Editing*	*WP/ Clerical*	Place-Works Hours	PLACE-WORKS TOTAL	SUBCONSULTANT TOTAL	TOTAL TASK BUDGET
	Hourly Rate:	**$290**	**$240**	**$245**	**$190**	**$170**	**$170**	**$300**	**$190**	**$160**	**$270**	**$160**	**$155**	**$170**	**$150**				
TASK 13. CEQA Compliance - IS/MND																			
13.1	Kick Off Meeting							4	4	4						**12**	**$2,600**	**$0**	**$2,600**
13.2	Technical Studies							2	8	12						**22**	**$4,040**	**$225,500**	**$229,540**
13.3	Admin IS/MND		4					8	24	90	8		24			**158**	**$28,200**	**$0**	**$28,200**
13.4	Public Draft IS/MND		2						16	24			8	24	8	**82**	**$13,880**	**$0**	**$13,880**
13.5	Staff Report Assistance							4	4							**8**	**$1,960**	**$0**	**$1,960**
13.6	AB-52 and SB 18 Assistance								4	8						**12**	**$2,040**	**$0**	**$2,040**
13.7	Response to Comments							4	12	24					8	**48**	**$8,520**	**$0**	**$8,520**
13.8	Meetings & Coordination							8	16	16						**40**	**$8,000**	**$0**	**$8,000**
	Task 13. Subtotal	**0**	**6**	**0**	**0**	**0**	**0**	**30**	**88**	**178**	**8**	**0**	**32**	**24**	**16**	**382**	**$69,240**	**$225,500**	**$294,740**
TASK 13. CEQA Compliance - Program EIR																			
13.1	Kick Off Meeting							4	4	4						**12**	**$2,600**	**$0**	**$2,600**
13.2	Technical Studies							2	8	12						**22**	**$4,040**	**$225,500**	**$229,540**
13.3	Admin Draft EIR		4					16	40	130	8		24			**222**	**$40,040**	**$0**	**$40,040**
13.4	Public Draft EIR		2					8	24	40			8	40	40	**162**	**$27,880**	**$0**	**$27,880**
13.5	Staff Report Assistance							4	8							**12**	**$2,720**	**$0**	**$2,720**
13.6	AB-52 and SB 18 Assistance								4	8						**12**	**$2,040**	**$0**	**$2,040**
13.7	Response to Comments							8	18	40				16	16	**98**	**$17,340**	**$0**	**$17,340**
13.8	Meetings & Coordination							16	24	24						**64**	**$13,200**	**$0**	**$13,200**
	Task 13. Subtotal	**0**	**6**	**0**	**0**	**0**	**0**	**58**	**130**	**258**	**8**	**0**	**32**	**56**	**56**	**604**	**$109,860**	**$225,500**	**$335,360**

Table 4 PlaceWorks – Standard Fee Schedule

Staff Level	Hourly Bill Rate
Principal	$210-$345
Associate Principal	$195-$285
Senior Associate II	$170-$270
Senior Associate I	$160-$235
Associate II	$135-$200
Associate I	$125-$185
Project Planner	$105-$175
Planner	$90-$155
Graphics Specialist	$90-$165
Administrator	$135-$245
Clerical/Word Processing/Technical Editor	$45-$170
Intern	$80-$125

Subconsultants are billed at cost plus 10%.
Mileage reimbursement rate is the standard IRS-approved rate.
Possible Yearly Increase of 5% on bill rates.

TIMELINE

Figure 2 Schedule

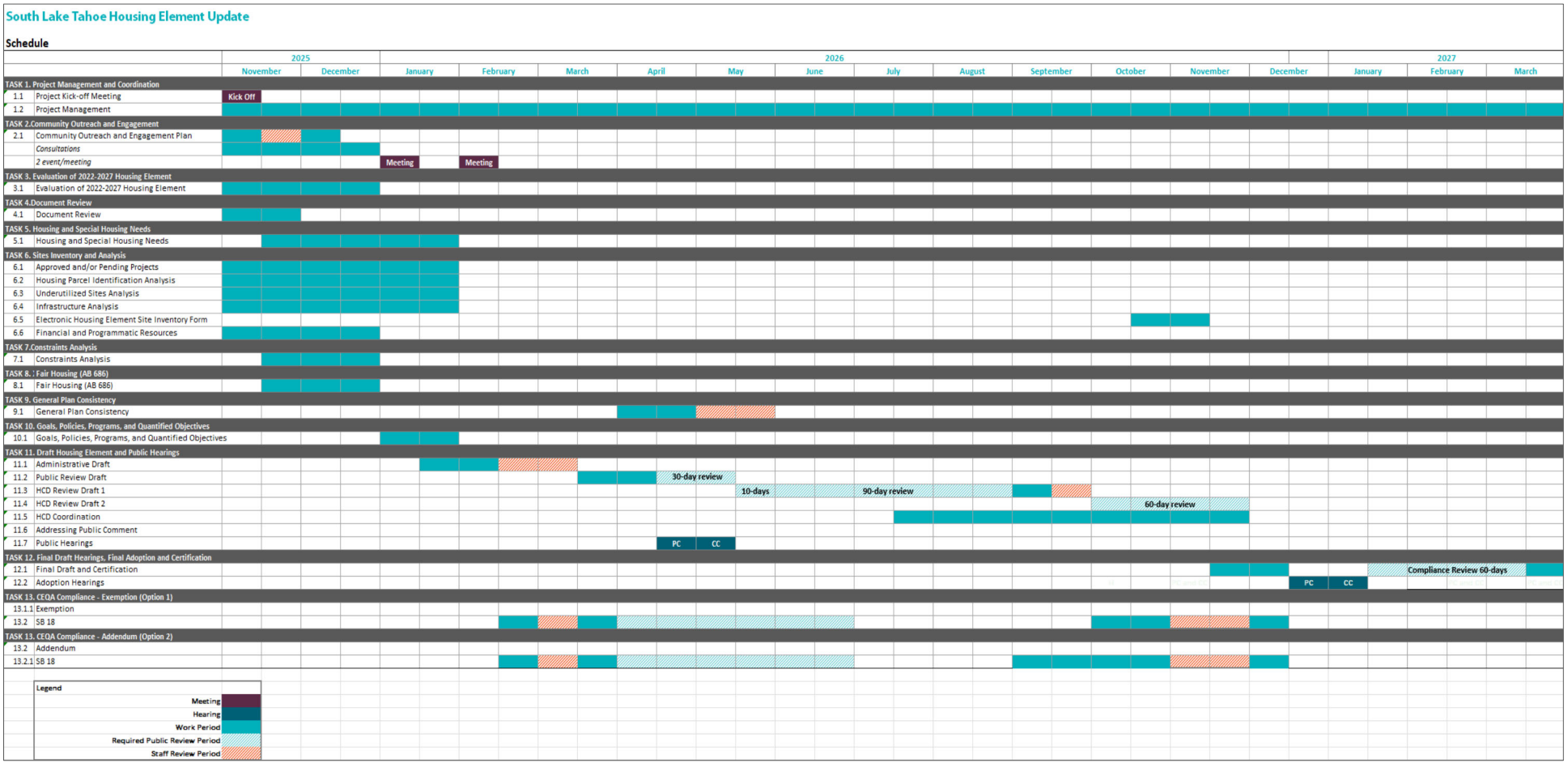


EXHIBIT C

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

1. 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:
Jennifer Gastelum, Principal

By:_____

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon St.
Sacramento, CA 95811
www.hcd.ca.gov

August 7, 2025

Zachary Thomas, Development Services Director ***CORRECTED***
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Dear Zachary Thomas:

RE: 7th Cycle Regional Housing Need Allocation (RHNA) and Housing Element Update

This letter provides the City of South Lake Tahoe with its final RHNA. Pursuant to State Housing Element Law (Government Code section 65584.06), the California Department of Housing and Community Development (HCD) is required to provide the allocation to cities without a council of governments.

RHNA	Total	Acutely Low Income	Extremely Low Income	Very Low Income	Low Income	Moderate Income	Above Moderate Income
Housing Unit Need	291	14	22	27	42	53	133
Percentage	100%	4.7%	7.5%	9.3%	14.6%	18.4%	45.5%

South Lake Tahoe is not in the Sacramento Area Council of Governments (SACOG) planning area but is included in the California Department of Finance's population and household projections for El Dorado County. As a result, the households projected by Tahoe Regional Planning Authority (TRPA) for the 7th RHNA cycle (291 units) will not be included in the 7th cycle Regional Housing Needs Determination for the SACOG region.

HCD is also providing a reminder that Government Code Section 65588(e)(3)(A) requires the City of South Lake Tahoe's Housing Element to be updated and adopted by January 31, 2027.

The RHNA represents the *minimum* amount of residential development capacity, by income category, that a jurisdiction must plan for and address in its Housing Element. The Housing Element must accommodate the RHNA through zoning and appropriate development strategies. RHNA cannot be used in local general plans as a maximum amount or cap of residential development to plan for or approve. South Lake Tahoe is responsible for updating their housing element for the *planning* period beginning January 31, 2027 and ending January 31, 2035, to accommodate South Lake Tahoe's new housing needs for each income category. In updating the jurisdiction's Housing

Element, 7th cycle RHNA credit may only be taken for units approved (entitled or permitted) or built since December 31, 2026, the start date of the RHNA projection period.

Additional housing element and RHNA information is available on HCD's webpage at https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks.

Please contact Thomas Nguyen, Senior Data Specialist, at thomas.nguyen@hcd.ca.gov, if you have questions about the attached RHNA.

Sincerely,

Marisa Prasse
Fair Housing Section Chief

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #: 16

Agenda Item: Subrecipient Agreement with Tahoe Transportation District for Senate Bill 125 Funds For Microtransit EV Charging Base Station

Executive Summary: Tahoe Transportation District has offered SB 125 funding to the City to supplement needed construction funding toward a planned electric vehicle charging station for four vehicles for microtransit at 1700 D Street, a project in partnership with the South Shore Transit Management Association.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a subrecipient agreement with Tahoe Transportation District for $500,000 in SB 125 funds to build an EV Charging Base Station at 1700 D Street.

Responsible Staff Member: Sara Letton, Sustainability Coordinator

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

Attachments:

01-Staff Report-TTD Subrecipient Funds
02-Resolution - Subrecipient Agreement.docx
03 - TTD SB125 Subrecipient Agreement Approved Agenda Item Oct 1 2025.pdf
04 - SSTMA Commitment to EV 2025.pdf
05 - SB125 Subrecipient Agreement with TTD (Exh. A to Reso).pdf

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

Meeting Date: November 4, 2025

Title: Subrecipient Agreement with Tahoe Transportation District for SB 125 Funds toward Microtransit EV Charging Base Station

Locations: 1700 D Street

Responsible Staff Member: Sara Letton, Sustainability Coordinator

Background: The Microtransit Electric Vehicle Charging Base Station will provide level 2 charging for four vehicles in the Public Works lot at 1700 D Street. Overnight parking will be reserved for electric Lake Link vehicles, and daytime charging will be available for city fleet vehicles.

The EV Charging Base Station project is listed on the TRPA EIP Project Tracker under the 'South Shore Microtransit Electrification' and includes charging sites at 1700 D Street and 1176 Rufus Allen Blvd. The project was conceived to support the transition of the South Shore Transit Management Association's (SSTMA) Lake Link microtransit to electric. The City is a key supporter of the microtransit service and will negotiate a memorandum of understanding for use of infrastructure and the cost of electricity once construction is fully funded.

As noted by Tahoe Transportation in their Board Packet for October 1, 2025:

> On June 10, 2025, Sara Letton, CSLT Sustainability Coordinator, requested the appropriation of $500,000 of SB125 funds for the construction of a micro-transit EV charging base station located at the City's public works yard at Shop Street in South Lake Tahoe. The Project has been identified as TRPA Environmental Improvement Program Project #03.02.01.0063 – South Shore Micro-transit Electrification and is described below.
>
> On May 3, 2025, TTD executed grant agreement #25C00025 with TRPA to utilize the SB125 funds for operational support and capital projects. A portion of the SB125 TIRCP funds are to be appropriated to Electric Vehicle (EV) infrastructure development within the CSLT and El Dorado County limits of the Tahoe Basin.
>
> The Project has been identified as TRPA Environmental Improvement Program Project #03.02.01.0063 – South Shore Micro-transit Electrification and is described below.
>
> > *"The City of South Lake Tahoe has partnered with the South Shore Transit Management Association to help facilitate the transition of the Lake Link micro-transit fleet to electric. Dedicated overnight parking and Level 2 and Level 3 chargers are necessary to ensure success. The City has an aspirational goal to*

achieve 24/7 carbon free energy by 2030 and seeks to support Level 2 charging with stored solar energy for overnight charging at a "Micro-transit EV Charging Base Station". The Level 3 charging will be for on-route charging as needed. The project takes an innovative technology approach to tracking carbon intensity of the fleet, a step toward 24/7 hourly certification."

SB 125 background information

"The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA). AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4,000,000,000 of General Fund to the TIRCP over the next two fiscal years as well as $910,000,000 of GGRF funding and $190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP)".[1]

Issue and Discussion: Staff request authorization to approve a Subrecipient Agreement with TTD to substantially fund the construction of the EV Charging Base Station at 1700 D Street. Tahoe Transportation District (TTD) has identified this funding from the state that fits the project well and provides a good partnership opportunity across TTD, the City, and SSTMA

The SB 125 subrecipient funding is state funding. The City will adhere to SB 125 funding Guidelines[2] and will submit all proper documentation to TTD proving construction expenses attributed to their funding. There is no match obligation from the state funding program. The City will adhere to the required level of reporting and documentation. The Subrecipient Agreement provides for one lump sum invoice to TTD, as shown in the milestones in the proposed contract provided as an attachment in this agenda item (03 – TTD SB125 Subrecipient Agreement Approved Agenda Item Oct 1 2025), and shown here:

1) "Develop final design/bid documents by January 2026
2) Invoice TTD for SB125 funds by March 2026
3) Award project by May 2026
4) Project construction completion by July 2027
5) Final project closeout by September 2027

[1] https://calsta.ca.gov/-/media/calsta-media/documents/sb125_cycle_2_guidelines_final_2025-01-10_a11y.pdf

[2] https://calsta.ca.gov/-/media/calsta-media/documents/sb125_cycle_2_guidelines_final_2025-01-10_a11y.pdf

6) Final project reporting to TTD/TMPO by October 2027”

The EV charging base station would include two dual level 2 EV chargers, significant site civil improvements, a solar canopy and battery backup, and the engineer’s estimate with a 20% contingency is $585,000. Liberty Utilities will take on the cost of preparing the electrical infrastructure to the new EV-only meter through their Rule 24 Make Ready program.

Financial Implications: While the State does not require matching funds, TTD’s leadership desired a City contribution. The Agreement notes that “CITY shall expend Funds only for PROJECT as defined by this Agreement and for work as shown in Exhibit C. Twenty percent (20%) of all invoices due to contractor shall be provided by CITY local funds” (see Agreement contained in 03 – TTD SB125 Subrecipient Agreement Approved Agenda Item Oct 1 2025). $130,000 was left after the EV charging station design contract (C-179-2024) was modified (301-60079). These sums would provide a project account with a total of $630,000. The best construction bid is selected in February 2026 and the total project cost will not exceed $630,000, and no new city fund are being requested.

The City plans to develop a fair memorandum of understanding with SSTMA for use of the infrastructure and the cost of net electricity, should usage exceed what is provided by the solar panels and battery. The electricity will be metered separately for these chargers. Additionally, the chargers will recognize unique vehicle identifiers so that the kwh dispensed will be tallied and the cost of electricity can be billed to SSTMA. The City will add a meter to the Liberty Utilities account, which will be dedicated to EV charging only.

City electric vehicles may be able to charge at this location while SSTMA’s vehicles are not in need of charging. City vehicles will also have their own unique identifier for dispensing kwh and cost savings to gasoline can be tracked.

Funds received from TTD’s SB 125 funding should go to 301-60079-48030 for construction funding of the EV Charging Base Station.

Environmental Considerations: The construction of accessory EV charging stalls is exempt from CEQA pursuant to Section 15303, Class 3, which consists of the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

The project seeks to charge electric vehicles with as much solar energy as possible, offsetting the carbon emissions of comparable internal combustion engine vehicles while also offsetting the cost of gasoline.

Policy Implications:

- The project supports the City’s 2025 – 2030 *Strategic Priorities* 5.4 Continue to support Transit JPA – increase funding for Lake Link microtransit.
- 6.5 Evaluate the feasibility and cost implications of creating or joining a community choice aggregation option and municipal owned utility to reduce carbon emissions and improve grid reliability.

Resolution No. 2022-088: Established a science-based greenhouse gas emissions reduction target of 59.2% reduction from 2018 greenhouse gas levels by 2030. Installation of electric vehicle charging infrastructure is identified in the CAP with quantifiable emissions reductions.

Resolution No. 2021-104: Established goal aspiring to community-wide 100 percent renewable electricity, 24 hours a day, 7 days a week, from carbon-free sources, connected to the local distribution gride by 20230.

Resolution 2017-026: Established a goal to achieve 100% renewable electricity citywide by 2032… including 100% renewable energy for municipal operations by 2025.

The project advances the City's *Climate Action Plan*:

- EV-1, Promote and incentivize EVs and EV chargers: "Evaluate the potential incentives to convert fleets to EVs." The CAP estimates a greenhouse gas reduction of the full implementation of EV- 1 as 1,062 $MTCO_2e$ by 2045.
- EV-2: Convert Public Agency Fleets to EVs or alternative fuels.

EV Charger Siting Plan adopted in 2022 identifies the four charging ports for 1700 D Street.

EV Fleet Transition Plan from 2021 provides a phased approach toward purchase and implementation of light-duty electric vehicles.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 4, 2025

Request for Authorization to Approve a Subrecipient Agreement with Tahoe Transportation District for SB 125 Funds toward Microtransit EV Charging Base Station

BACKGROUND

A. The City of South Lake Tahoe has prioritized the success of Lake Link microtransit.

B. The City of South Lake Tahoe developed the South Shore Micro-transit Electrification project in partnership with South Shore Transit Management Association and it was approved by TRPA on the EIP Tracker.

C. The City and Tahoe Transportation District and TRPA agree that the SB125 funds awarded to TTD via TRPA are a good fit for this 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. Authorizes and directs the Mayor to execute the Subrecipient Agreement with Tahoe Transportation District for $500,000 in SB 125 funds provided to them by Tahoe Regional Planning Agency serving as Metropolitan Planning Organization, which Subrecipient Agreement is attached hereto as Exhibit “A.”
2. Authorizes the acceptance of the funds for an amount up to $500,000.
3. Authorizes up to $500,000 to be added to the 2025/2026 budget and allocated into Sustainability Projects CIP account 301-60079, revenue line item 33320 Other Local Grants and expense line item 48030 Constructions effective November 4, 2025.

Adopted by the City of South Lake Tahoe City Council on November 4, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, 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.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: September 25, 2025

To: Tahoe Transportation District (TTD) Board of Directors

From: Jim Marino, Executive Director

Subject: Approval of Subrecipient Agreement Between the Tahoe Transportation District and the City of South Lake Tahoe for State of California SB125 Transit and Intercity Rail Capital Program Funds for the Purpose of Constructing a Micro-transit Vehicle Charging Facility

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Actions Requested:

1. Approve SB125 Transit and Intercity Rail Capital Program (TIRCP) subrecipient Agreement (Agreement) between the TTD and the City of South Lake Tahoe (CSLT) in the amount of $500,000 for constructing a micro-transit vehicle charging facility;
2. Amend Fiscal Year 2026 (FY26) budget by increasing SB125 revenue by $500K and Contract Expense by $500K; and
3. Direct the Executive Director to execute the Agreement pending approval by the CSLT City Council.

Fiscal Analysis:
The Agreement appropriates funding received from the State of California SB125 TIRCP to CSLT. The funds are received by TTD through the Tahoe Regional Planning Agency (TRPA) serving as the Metropolitan Planning Organization and will pass through to CSLT via a sub-recipient agreement in one lump sum and will not result in additional revenue for TTD. The action requested will amend the FY26 CIP Budget increasing SB125 revenue by $500K and Contract Expense by $500K.

Work Program Impact:
The work impact resulting from this Agreement is not anticipated to provide significant workload to TTD staff. All reporting requirements for the funds are to be completed and submitted by CSLT.

Background:
The TRPA is the designated California Regional Transportation Planning Agency (RTPA) for the Lake Tahoe Basin as defined in Section 13987(j) of the California Government Code. The State of California through the California State Transportation Agency (CalSTA) has provided grant funds to TRPA in the form of one-time funding for transit capital, operating, and planning

projects through the TIRCP and Zero Emission Transit Capital Program (ZECTP) authorized under Senate Bill 125.

On May 3, 2025, TTD executed grant agreement #25C00025 with TRPA to utilize the SB125 funds for operational support and capital projects. A portion of the SB125 TIRCP funds are to be appropriated to Electric Vehicle (EV) infrastructure development within the CSLT and El Dorado County limits of the Tahoe Basin.

On June 10, 2025, Sara Letton, CSLT Sustainability Coordinator, requested the appropriation of $500,000 of SB125 funds for the construction of a micro-transit EV charging base station located at the City's public works yard at Shop Street in South Lake Tahoe. The Project has been identified as TRPA Environmental Improvement Program Project #03.02.01.0063 – South Shore Micro-transit Electrification and is described below.

> *"The City of South Lake Tahoe has partnered with the South Shore Transit Management Association to help facilitate the transition of the Lake Link micro-transit fleet to electric. Dedicated overnight parking and Level 2 and Level 3 chargers are necessary to ensure success. The City has an aspirational goal to achieve 24/7 carbon free energy by 2030 and seeks to support Level 2 charging with stored solar energy for overnight charging at a "Micro-transit EV Charging Base Station". The Level 3 charging will be for on-route charging as needed. The project takes an innovative technology approach to tracking carbon intensity of the fleet, a step toward 24/7 hourly certification."*

Discussion:

Grant Agreement #25C00025 with TRPA provides that TTD can provide SB125 TIRCP funds to CSLT via a sub-recipient agreement, as noted below. TTD has discussed this appropriation with TRPA staff and they are in support of this Agreement.

> "***Subrecipient Participation****. Upon written approval by TRPA, the Recipient may delegate certain responsibilities to one or more subrecipients (each a "Subrecipient") and the Subrecipient shall comply with the terms of this Agreement and all applicable laws and regulations. The Recipient shall be ultimately responsible to TRPA for the Subrecipient's compliance with applicable laws and regulations and with this Agreement."*
>
> ***Responsibility to Extend Requirements to Other Entities.***
>
> *1. If any entity other than the Recipient is expected to fulfill any responsibilities of the Recipient under this Agreement, the Recipient agrees to use a written document to ensure that such entity carries out such responsibilities.*
>
> *2. The Recipient agrees to use a written document to ensure that each entity participating in the expenditure of the Funds complies with applicable laws and regulations.*
>
> *3. Any written document required by this subsection will include all clauses and provisions required by this Agreement as well as federal and state statutes and regulations".*

A sub-recipient agreement (Attachment A) is required between TTD and CSLT as stated above. The agreement has been reviewed by TTD's and CSLT's legal counsels.

At the September 6, 2025 TTD Finance Committee meeting, this item was brought forward for recommendation to the Board of Directors for approval. Upon discussion, the Finance Committee decided not to recommend approval until the draft agreement is amended to include project milestones and project drawings.

Subsequently, TTD staff met with CSLT staff and agreed on modifying Section 3 of the Agreement to add certain project timeline milestones and include language regarding utilizing local funds for the project. The following is the modified Section 3 for consideration:

3. ***SUB-RECIPIENT RESPONSIBILITIES****. CITY shall be responsible for the complete performance of PROJECT including all of the following:*

    a. *PROJECT shall be constructed as detailed in Exhibit C.*

    b. *Procurement shall be in accordance with all applicable state laws and procedures.*

    c. *CITY agrees to comply with all requirements of the SB125 TIRCP Program Cycle 2 final guidelines (**Exhibit B**) including but not limited to all applicable grant guidelines, deadlines, and approved projects by TRPA and CalSTA. Payment to CITY shall be one lump sum payment of $500,000. TTD shall not be obligated to make payment to CITY until CITY has provided sufficient information subject to the approval of TTD's Executive Director's, or their designee's, reasonable satisfaction, which information shall include an invoice consistent with SB 125 guidelines, with the requisite billing detail, for the invoice to be processed, and such other information as may be reasonably requested.*

    d. *CITY agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (i) plan, manage, and complete the expenditure of the Funds; (b) carry out the appropriate expenditure of the Funds, and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the expenditure of the Funds.*

    e. *CITY agrees to the following PROJECT milestones:*
        i. *Develop final design/bid documents by January 2026*
        ii. *Invoice TTD for SB125 funds by March 2026*
        iii. *Award project by May 2026*
        iv. *Project construction completion by July 2027*
        v. *Final project closeout by September 2027*
        vi. *Final project reporting to TTD/TMPO by October 2027*

    f. *CITY shall expend Funds only for PROJECT as defined by this Agreement and for work as shown in Exhibit C. Twenty percent (20%) of all invoices due to contractor shall be provided by CITY local funds.*

g. *CITY shall include acknowledgment on Project reports, documents, outreach materials (including print, electronic, and social media), and any other applicable materials that the Projects is funded in part or in whole by SB 125 funds.*

h. *CITY agrees to perform all Operations and Maintenance (O&M) for the constructed PROJECT at no cost to TTD.*

In addition to the Section 3 modifications, staff also included Exhibit C which provides abridged drawings for the project.

Staff are requesting the Board approve this agreement and direct the Executive Director to execute the agreement upon approval by the CSLT City Council.

Additional Information:

If you have any questions or comments regarding this item, please contact Jim Marino at (775) 557-4901 or jmarino@tahoetransportation.org.

Attachment:

A. Subrecipient Agreement for TTD and CSLT

JM/ja AGENDA ITEM: IV.F.

SUB RECEIPIENT FUNDING AGREEMENT
SB125 - ZERO EMISSION TRANSIT CAPITAL FUNDS
FOR
CITY OF SOUTH LAKE TAHOE CHARGING FACILITY

This Sub Recipient Funding Agreement for City of South Lake Tahoe Charging Facility (this "Agreement") is dated and effective October _____, 2025, between the Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("**TTD**") and the City of South Lake Tahoe, a municipal corporation ("**CITY**"). City and TTD will be collectively referred to herein as the Funding Partners or the Parties and individually as a Party.

RECITALS

WHEREAS, TTD was established under Article IX of the Tahoe Regional Planning Compact as amended in 1980 by the United States Congress through Public Law 96-551 (the "Compact"), and TTD is a governmental agency operating within the States of Nevada and California pursuant to the Compact; and

WHEREAS, pursuant to the Compact, TTD is responsible for facilitating and implementing multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations; and

WHEREAS, CITY is a California municipal corporation; and

WHEREAS, TTD has entered into agreement with the Tahoe Regional Planning Agency (TRPA) to receive FY 23-24 California SB125 Transit and Intercity Rail Capital Program (TIRCP) formula funds (Grant Agreement # 25C00025 **Attachment A**); and

WHEREAS, CITY desires to construct a vehicle charging station specifically for the purpose of charging electric vehicles purposed for micro-transit operations within the CITY and El Dorado County limits (**PROJECT**); and

WHEREAS, CITY requests $500,000 of TTD's TIRCP funds for the purpose of constructing the PROJECT; and

WHEREAS, TTD desires to appropriate and provide $500,000 of TIRCP funds to CITY for the PROJECT on the terms and conditions set forth herein; and

WHEREAS, this Agreement defines the funding contribution and the rights and obligations of the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

1. **EFFECTIVENESS AND TERM**. This Agreement shall be effective as of the date of the last Party to execute this Agreement (the "Effective Date"). The terms of this Agreement shall be per TIRCP Cycle 2 obligation guidelines. CITY agrees to expend all funds within two (2) years of the Effective Date or any unexpended funds shall be returned to TTD.

2. **FUNDING**. This Agreement is for a **total sub-recipient sum of Five Hundred Thousand and 00/100 Dollars ($500,000)** of TIRCP funds (the "Funds"). CITY shall provide all match funding required for the TIRCP Funds.

3. **SUB-RECIPIENT RESPONSIBILITIES**. CITY shall be responsible for the complete performance of PROJECT including all of the following:

a. PROJECT shall be constructed as detailed in Exhibit C.

b. Procurement shall be in accordance with all appliable state laws and procedures.

c. CITY agrees to comply with all requirements of the SB125 TIRCP Program Cycle 2 final guidelines (**Exhibit B**) including but not limited to all applicable grant guidelines, deadlines, and approved projects by TRPA and CalSTA. Payment to CITY shall be one lump sum payment of $500,000. TTD shall not be obligated to make payment to CITY until CITY has provided sufficient information subject to the approval of TTD's Executive Director's, or their designee's, reasonable satisfaction, which information shall include an invoice consistent with SB 125 guidelines, with the requisite billing detail, for the invoice to be processed, and such other information as may be reasonably requested.

d. CITY agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (i) plan, manage, and complete the expenditure of the Funds; (b) carry out the appropriate expenditure of the Funds, and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the expenditure of the Funds.

e. CITY agrees to the following PROJECT milestones:

i. Develop final design/bid documents by January 2026

ii. Invoice TTD for SB125 funds by March 2026

iii. Award project by May 2026

iv. Project construction completion by July 2027

v. Final project closeout by September 2027

vi. Final project reporting to TTD/TMPO by October 2027

f. CITY shall expend Funds only for PROJECT as defined by this Agreement and for work as shown in Exhibit C. Twenty percent (20%) of all invoices due to contractor shall be provided by CITY local funds.

g. CITY shall include acknowledgment on Project reports, documents, outreach materials (including print, electronic, and social media), and any other applicable materials that the Projects is funded in part or in whole by SB 125 funds.

h. CITY agrees to perform all Operations and Maintenance (O&M) for the constructed PROJECT at no cost to TTD.

4. **INVOICING**. CITY shall provide invoice to TTD at least thirty (30) days in advance of the lump sum payment due date. Invoices shall reference the Project, Project Number, and the payment due date.

5. **USE OF FUNDS**. CITY shall deposit all funding amounts received into a separate account held solely for the PROJECT. CITY shall use all funds solely for the purpose of paying the costs of constructing the PROJECT.

6. **RETURNS**. Any unexpended Funds will be returned to TTD if the PROJECT is not constructed.

7. **REPORTING**. CITY will provide all reporting for PROJECT to TTD as specified in Attachment B.

8. **COMPLIANCE WITH LAWS; NONDISCRIMINATION**. CITY and any contractors, subcontractors, consultants, and other vendors constructing PROJECT shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, including the provisions of the Americans with Disabilities Act of 1990 and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

9. **RECORDS**. CITY shall maintain satisfactory account statements, records and other documents relating to PROJECT. Account statements, records and other documents relating to

PROJECT shall be retained by CITY for three years following the completion or termination of this Agreement and shall be subject to examination and audit by TTD and/or CalSTA.

10. **DISPUTES AND WITHDRAWAL**. The Parties shall meet and confer in an attempt to resolve any disputes arising from this Agreement. If the dispute cannot be resolved, any Party may withdraw from this Agreement upon 60 days written notice to the other Parties.

11. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**. CITY agrees to protect, defend, indemnify, and hold TTD its board members, officers, agents, employees, and volunteers (the "Indemnified Party") free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including but not limited to judgments, penalties, interest, court costs, attorneys' fees, and all other expenses incurred by the Indemnified Party, arising out of or related to CITY's performance or non-performance under this Agreement, including the acts or omissions of its employees, agents, contractors, or subcontractors. This indemnification shall not apply to the extent such losses, claims, or damages are caused by the sole negligence or willful misconduct of TTD. CITY's obligations under this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. **GOVERNING LAW; JURISDICTION**. This Agreement will be governed by, interpreted under; and construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, with venue in County of El Dorado, California. Each of the Parties acknowledges and agrees that the laws of the State of California and the selection of venue in the foregoing were freely chosen by the Parties. Each Party consents to exclusive personal jurisdiction over such Party by the courts of the State of California and agrees that service of process on such Party may be affected by certified or registered mail, return receipt requested, directed to such Party at its address shown in this Agreement.

13. **NOTICE**. Written notice under this Agreement shall be provided via U.S. Mail, electronic mail, or in person, as follows:

Jim Marino	Joe Irvin
Executive Director	City Manager
Tahoe Transportation District	City of South Lake Tahoe
P.O. Box 499	1901 Lisa Maloff Way
Zephyr Cove, NV 89448	South Lake Tahoe, CA 96150

14. **NO THIRD-PARTY BENEFICIARIES**. This Agreement is for the exclusive benefit of the Parties hereto and nothing contained herein shall be construed as granting, vesting, creating or conferring any right or cause of action on any third party. Nothing in this Agreement is intended

to create, nor shall it be deemed to create, any contractual relationship between any third party and the Funding Partners.

15. **ENTIRE AGREEMENT**. This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties relating to the Funds and may not be modified except by an instrument in writing signed by the authorized representative of the Party. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

16. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

17. **CONSTRUCTION OF AGREEMENT**. All Parties have been represented by counsel, or had the opportunity to be represented by counsel, in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise.

18. **COUNTERPARTS; ELECTRONIC SIGNATURE.** This Agreement may be executed in duplicate counterparts. Each counterpart shall be deemed an original and both together shall constitute but which together will constitute one and the same Agreement. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all Parties' designated signatories.

19. **INCORPORATION BY REFERENCE.** All Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date set forth below.

Jim Marino Executive Director Tahoe Transportation District	Date

Funding Agreement, FY 2025
CSLT SB125 Sub-Recipient

4915-4475-5042 v2

Joe Irvin
City Manager
City of South Lake Tahoe

Date

EXHIBIT A

Docusign Envelope ID: F3A4FC50-25D8-4017-9BCB-941247DCD3AE

SB125 TIRCP/ZETCP

Recipient Name: TAHOE TRANSPORTATION DISTRICT TRPA Grant No: 25C00025

GRANT AGREEMENT NUMBER 25C00025 BETWEEN THE TAHOE REGIONAL PLANNING AGENCY AND THE TAHOE TRANSPORTATION DISTRICT REGARDING STATE OF CALIFORNIA SENATE BILL 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) AND ZERO EMISSION TRANSIT CAPITAL PROGRAM (ZETCP) FORMULA FUNDING PROGRAM

This Grant Agreement Number 25C00025 (this "Agreement") is made this ~~xx~~ 1st day of ~~xxx~~ April, 2025, by and between the Tahoe Regional Planning Agency ("TRPA"), P.O. Box 5310, Stateline, NV, 89449, and the Tahoe Transportation District ("the Recipient"), P.O. Box 499, Zephyr Cove, NV 89449.

The following recitals are a substantive part of this Agreement:

A. The Tahoe Regional Planning Agency (TRPA) is the designated California Regional Transportation Planning Agency (RTPA) for the Lake Tahoe Basin as defined in Section 13987(j) of the California Government Code.

B. TRPA as the RTPA for portions of El Dorado and Placer County is tasked by the California State Transportation Agency (CalSTA) with administering the SB 125 funds to the eligible transit agencies as defined by CalSTA SB125 Guidelines.

C. The State of California through CalSTA has provided grant funds (the "Funds") to TRPA in the form of one-time funding for transit capital, operating, and planning projects through the Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZECTP) authorized under Senate Bill 125.

D. TRPA intends to enter into this Agreement for the Recipient's administration and expenditure of the Funds, and execution of this Agreement is a pre-condition of the Recipient's receipt of the Funds.

E. In connection with the expenditure of the Funds, TRPA has no obligations or liabilities to any person or entity that is not a party to this Agreement, notwithstanding that TRPA may have concurred in or approved a solicitation, subagreement, lease, or third-party contract.

Section 1. General

A. **Recipient's Capacity.** The Recipient agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the expenditure of the Funds; (b) carry out the appropriate expenditure of the Funds, and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the expenditure of the Funds. TRPA agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to comply with the terms of this Agreement and the SB125 TIRCP/ZETCP Grant guidelines.

B. **Scope of Work.** The Recipient agrees to carry out the projects as described in approved Scope of Work attached as Exhibit A (the "Scope of Work") of this contract.

C. **Effective Date.** The effective date of this Agreement is the date on which it is fully executed by TRPA and Recipient.

D. **SB125 TIRCP/ZETCP Grant Requirements.** The Recipient agrees to comply with all requirements in the State of California and the SB125 TIRCP/ZETCP program including but not limited to all applicable grant guidelines, deadlines, and approved projects by TRPA and CalSTA. All projects in the Allocation Request(s) must be consistent with a short-range transit plan or other publicly adopted plan for transit capital and operating improvements, including the Regional Transportation Plan.

E. **Subrecipient Participation.** Upon written approval by TRPA, the Recipient may delegate certain responsibilities to one or more subrecipients (each a "Subrecipient") and the Subrecipient shall comply with the terms of this Agreement and all applicable laws and regulations. The Recipient shall be ultimately responsible to TRPA for the Subrecipient's compliance with applicable laws and regulations and with this Agreement.

F. **Responsibility to Extend Requirements to Other Entities.**

1. If any entity other than the Recipient is expected to fulfill any responsibilities of the Recipient under this Agreement, the Recipient agrees to use a written document to ensure that such entity carries out such responsibilities.

2. The Recipient agrees to use a written document to ensure that each entity participating in the expenditure of the Funds complies with applicable laws and regulations.

3. Any written document required by this subsection will include all clauses and provisions required by this Agreement as well as federal and state statutes and regulations.

G. **No TRPA Obligations to Third Parties.** In connection with the expenditure of the Funds, the Recipient agrees that TRPA shall not be subject to any obligations or liabilities to any Subrecipient, lessee, third-party contractor, or other person or entity that is not a party to this Agreement. Notwithstanding that TRPA may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, TRPA has no obligations or liabilities to any entity other than the Recipient, including any Subrecipient, lessee, or third-party contractor at any tier.

H. **Standard of Care.** The Recipient expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by TRPA, its Executive Director, or another representative of TRPA is required, it is understood that such approval is conceptual only and does not relieve the Recipient of its responsibility for complying with all laws, codes, industry standards, and its liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Recipient or Subrecipients.

I. **Eligibility for Subgrants and Contracts**. The Recipient will not make any award or permit any award of a subgrant or contract to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in state or federal assistance programs.

J. **Expectations of projects funded by SB125**. Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Section 2. Budget

TRPA and the Recipient have agreed to the budget reflected in Exhibit A (the "Scope of Work"). The Recipient will incur obligations and make disbursements of the Funds only as authorized in the Scope of Work unless otherwise approved in writing by TRPA. The Scope of Work will specify which type of funds will be provided to a project between TIRCP and ZETCP. All funds received and interest related to the funds will be treated in accordance with the SB125 TIRCP/ZETCP guidelines.

Section 3. Payments

A. TRPA shall provide funds to the Recipient upon:

1. receiving SB125 TICRP/ZETCP Funds from CalSTA, and

2. all projects and associated budgets approved by TRPA and CalSTA via program Allocation Package, and

3. an invoice from the recipient specifying specific project(s) approved in Exhibit A for eligible and allowable project costs. Each invoice will be itemized, identify the project name or number, indicate the balance left on the contract net of the current invoice expenses, include the dates of work performed, and when applicable the percentage of completion for each task.

B. With all above criteria met, TRPA shall make payments to the Recipient within thirty (30) days following the date of receipt of the invoice unless TRPA disputes the amount of the Compensation the Recipient claims it is owed under this Agreement.

C. The Recipient agrees that TRPA's maximum commitment for this Agreement will not exceed the amount designated in Exhibit A. The Recipient agrees that the responsibility of TRPA to make payments under this Agreement is limited to the amount designated in Exhibit A.

D. TRPA is required to provide the Funds to the Recipient only to the extent that the Funds are actually provided to TRPA by the State of California. If the State of California determines that it will not provide TRPA with all or any portion of the Funds, TRPA's obligation to pay the Recipient is null and void as to that amount of the Funds.

E. If the State of California or any other authorized state representative determines that it will not provide TRPA with all or any portion of the Funds or determines that TRPA must return all or any portion of the Funds due to a violation of the State Grant, TRPA shall notify the Recipient of such

determination and any known reasons for such determination. TRPA shall work with the Recipient to analyze and investigate such determination and shall work with Recipient to challenge such determination if appropriate. If TRPA determines that the Recipient is not entitled to receive any portion of the Funds requested by or paid to the Recipient, TRPA will notify the Recipient in writing, stating its reasons. Within thirty (30) days of written notice to the Recipient that specific amounts are owed to TRPA due to such a determination, the Recipient agrees to remit the owed amounts to TRPA, including applicable interest, penalties, and administrative charges.

F. The Recipient agrees that payment to the Recipient by TRPA for any costs does not constitute a final decision about whether that cost is an eligible and allowable cost under the State Grant and this Agreement. Payment to the Recipient by TRPA does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient acknowledges that a final determination about the eligibility and allowability of any cost will not be complete until the final payment has been made or an audit of the expenditure of Funds has been finished, whichever occurs latest. The Recipient agrees that closeout of this Agreement will not alter the Recipient's responsibility to return any Funds due to TRPA as a result of later refunds, corrections, or other similar transactions, nor will closeout alter the rights of TRPA to recover Funds from the Recipient upon a determination by the State of California or any other authorized state representative that the expenditure of such Funds was unauthorized or improper.

Section 4. Accounting Records

A. **Accounts.** The Recipient agrees to establish and maintain a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified with the expenditure of the Funds. The Recipient agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to this Agreement, except those payrolls, invoices, time records and other documents maintained by TRPA, so that they may be clearly identified, readily accessible, and available to TRPA upon request.

B. **Allowable Costs**. The Recipient agrees to comply with federal and state statutes and regulations to determine the allowability of individual costs, including, but not limited to, SB125 TIRCP/ZETCP guidelines (Exhibit B), State of California fiscal policies, and all subsequent amendments, and each project's approved scope and budget found in Exhibit A.

C. **Documentation of Costs.** The Recipient agrees to document all expenditures of the Funds with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, except those concerning payroll, invoices, time records and other matters documented by TRPA.

Section 5. Reporting

In order to allow TRPA to generate annual reports, invoices and to otherwise comply with the SB125 TIRCP/ZETCP Grant, the Recipient agrees to submit to TRPA all materials required by SB125 TIRCP/ZETCP Grant Guidelines, the State of California statutes or regulations and any other materials that TRPA may

reasonably request in order to comply with the SB125 TIRCP/ZETCP Grant, including:

A. **Annual Progress Reports.** In addition to any other reports required by the Grant Requirements, Annual performance reports shall be prepared and submitted to TRPA, no later than October 1st each year, for the duration of the Agreement, or until all activities are completed and the Project is formally closed.

B. **Back-Up Data.** The Recipient shall submit to TRPA all back-up data relating to eligible and allowable costs, such as record of contract payments, receipts, payrolls, general ledger statements, detailed interest calculation information, detailed inventory records, and such other documents and information as TRPA determines is required by the SB125 TIRCP/ZETCP funding program.

C. **Final Report & Project Closeout.** When the project is complete the Recipient must notify TRPA by e-mail or letter. A Final Project Report will be due 90 days after project completion. The Recipient must submit a Final Project Report to TRPA comparing actual project performance to projected performance and provide verification of project completion as scoped, such as a photo of the completed project.

Closeout shall occur when TRPA notifies the Recipient that TRPA has closed this Agreement. The Recipient agrees that closeout by TRPA does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from TRPA. All payments made to the Recipient shall be subject to review for compliance by TRPA with the requirements of this Agreement and shall be subject to an audit upon the full expenditure of the Funds.

D. **Monthly Ridership Data**. The Recipient shall submit to TRPA through the LT Info transit portal monthly transit ridership data for each mode of transit the recipient (and any sub-recipient) operates. The ridership data should be consistent with FTA National Transit Database data submitted (if applicable) and should cover the time period starting July 1, 2022 through at least June 30 2029.

E. **Projects receiving ZETCP-GGRF capital funds**. Additional reporting requirements apply to projects receiving ZETCP-GGRF funds. Recipients must document meaningful community benefits from the GGRF investment in accordance with Attachment 1 & 2 of the SB125 TIRCP/ZETCP Guidelines.

F. **Changes in Performance**. The Recipient agrees to notify TRPA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Recipient's ability to expend the Funds. The Recipient agrees to notify TRPA immediately, in writing, of any current or prospective dispute, breach, default, or litigation that may adversely affect TRPA's interests. The Recipient agrees to notify TRPA, in writing, before naming TRPA as a party to any litigation. In addition to the notice otherwise required by this Agreement, the Recipient agrees to provide the notice required by this subsection to TRPA's Office of General Counsel.

Section 6. Record Retention and Access

A. **Record Retention.** The Recipient agrees to retain all data, documents, reports, records, contracts, and supporting materials relating to the expenditure of the Funds for a minimum of three years after final payment is made unless otherwise dictated by the SB125 TIRCPO/ZETCP guidelines.

B. **Access to Records of Recipients.** The Recipient agrees to permit TRPA or its authorized representatives, upon request, to inspect all work, materials, payrolls, and other data and to audit the books, records, and accounts of the Recipient pertaining to the expenditure of the Funds.

C. **Effect of Closeout.** The Recipient agrees that the closeout of this Agreement does not alter the record retention and access requirements of this Agreement.

Section 7. Timely Progress and Termination

A. The Recipient shall make diligent and reasonable progress expending the Funds pursuant to the Schedule. If the Recipient fails to expend the funds pursuant to the Scope of Work, TRPA may review the status of the expenditure of the Funds to determine whether the Funds should be reallocated to another eligible entity. The Recipient understands and agrees that failure to make diligent and reasonable progress expending the Funds pursuant to the Scope of Work shall provide sufficient grounds for TRPA to terminate this Agreement.

B. The Recipient agrees that upon written notice, TRPA may suspend or terminate all or a portion of the funding assistance to be provided pursuant to this Agreement if the Recipient has violated the terms of this Agreement and has failed to timely cure such violation after receiving written notice of the violation from TRPA.

C. Termination of all or a portion of the funding assistance to be provided pursuant to this Agreement will not invalidate obligations properly incurred by the Recipient before the recipient receives written notice of such termination, to the extent those obligations cannot be canceled.

Section 8. Certifications & Assurances.

A. The Recipient agrees to sign and comply with the current SB125 TIRCP/ZETCP Guidelines (Exhibit B).

Section 9. Disputes and Venue

A. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.

B. **Dispute Resolution Process.** In the event that a dispute arises between TRPA and the Recipient during the term of this Agreement, Recipient shall continue to perform unless TRPA informs Recipient in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. **Review by TRPA's Project Manager and Staff**. The Recipient shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to TRPA's Project Manager. The Project Manager and other appropriate TRPA staff will review the documentation in a timely manner and respond to the Recipient within twenty (20) days.

2. **Review by TRPA's Executive Director**. Upon receipt of an adverse decision by TRPA's Project Manager, the Recipient may submit a request for reconsideration to TRPA's Executive Director. The request for reconsideration must be received within ten (10) business days from the postmark date of the reply from TRPA. The Executive Director will respond to the request for reconsideration within ten (10) business days. The decision of the Executive Director will be in writing.

3. **Mediation**. Upon receipt of an adverse decision by TRPA's Executive Director, the Recipient may send written notice to TRPA of its intent to initiate mediation. TRPA and the Recipient shall mutually agree upon a mediator who shall mediate the dispute in accordance with procedures mutually-agreeable to all parties, of if unable to agree on a mediator or upon mediation procedures, then subject to the Commercial Mediation Rules of the American Arbitration Association then in effect. Such mediation shall commence within thirty (30) days after the written notice to mediate. The costs and reasonable attorney's fees shall be shared as determined by the mediator.

C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the United States District Court – Eastern District of California court. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

Section 10. Project Manager

The Recipient has assigned George Fink as the project manager for this Agreement. Project manager continuity and experience is deemed essential in the Recipient's ability to expend the Funds in accordance with the terms of this Agreement. The Recipient shall not change the Project Manager without notice to TRPA.

Section 11. Relationship of Parties

For purposes of this Agreement, the relationship of TRPA and the Recipient is that of independent entities and not as agents of each other or as joint venturers or partners. TRPA and the Recipient shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

Section 12. Severability and Integration

If any provision of this Agreement is determined invalid, it shall be deemed stricken and the remainder of this

Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between the Recipient and TRPA with respect to the subject matter herein, and supersedes any previous understandings, representations, commitments, or agreements, oral or written.

Section 13. Non-Discrimination Policy

During the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, political belief, marital status, age, national origin, sex, or handicap. The Recipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, marital status, religion, political belief, age, national origin, sex, or any handicap not limiting the ability of the person to perform the job contemplated. 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 of training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60). The Recipient agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity Clause.

Section 14. Modification and Amendment

A. SB125 TIRCP/ZETCP funds are one-time funds allocated by CalSTA. New projects may be added to this agreement through a written modification process to Exhibit A signed by both parties. Existing projects that require modifications shall not be binding unless executed in writing by both parties and approved by CalSTA.

B. This Agreement may not be modified or amended except in writing, signed by TRPA and the Recipient.

Section 15. Notice

Any notice or instrument required to be given or delivered pursuant to this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

Tahoe Regional Planning Agency
P.O. Box 5310
Stateline, NV 89449
Attn: Kira Richardson, Senior Planner

Recipient: Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448
Attn: George Fink

and shall be effective upon receipt thereof.

Section 16. Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Signed by:
Julie W. Regan
706C8E299F81438...

Julie W. Regan
Tahoe Regional Planning Agency
Executive Director

Jim Marino
Digitally signed by Jim Marino
DN: C=US, E=jmarino@tahoetransportation.org, O=Tahoe Transportation District, OU="Capital Program ", CN=Jim Marino
Date: 2025.03.26 15:28:59-07'00'

James Marino
Tahoe Transportation District
District Manager

EXHIBIT A
SCOPE OF WORK

Recipient: **Tahoe Transportation District**

Approved Project Scope of Work:

Project 1 - Maintenance Facility Upgrades: FY 23-24 -$1,250,000 - This project proposes to make improvements to an existing maintenance facility that is leased by TTD from the City of South Lake Tahoe. The improvements are to improve efficiency and reliability of certain elements including improvements for staffing and administration. Improvements proposed consist of new restroom(s), safety upgrades, drainage and site upgrades, bus wash facility improvements, EV charging, administrative offices improvements, ADA improvements.

Project 2 – EV Infrastructure: $839,248 - This project proposes to design, purchase, and construct EV charging infrastructure to support micro transit fleet and vehicles regardless of provider on the South Shore of Lake Tahoe. The project proposes several chargers at the existing maintenance facility as well as working with partnering providers, the City of South Lake Tahoe, and El Dorado County to identify locations in which charging facilities can be installed to support the micro transit program.

Project 3 - Operations Support: FY23-24 - $1,148,135 - Support transit operations in the South Shore, including fixed route transit and microtransit operations. This funding will allow TTD to continue existing transit operations and prevent service cuts. Per the intent of SB125, this will act as a multiyear bridge funding for TTD to address operational costs while long-term transit sustainability solutions are identified. TTD's fixed route service functions in conjunction with the Lake Link microtransit service operated by the South Shore Transportation Management Association. Funds may also support Lake Link in serving as first-mile and last-mile transportation.

Approved Project Budgets:

Funding Source	TIRCP		ZETCP (PTA)		ZETCP (GGRF)		TOTAL FY23-24
	FY 23-24	Future*	FY 23-24	Future*	FY 23-24	Future*	
Project 1	$1,250,000	$300,000					**$1,250,000**
Project 2	$ 839,248					$669,710	**$ 839,248**
Project 3	$1,148,135	$2,998,865					**$1,148,135**
			Total authorized by this agreement:				**$3,237,383**

*Funds not yet approved for drawdown

Schedule:
Projects must show reasonable progress to remain active. All funds must be expended by December 31, 2029.

Note: Any modifications to the project scope or budgets require approval by TRPA and CalSTA prior to expenditure of funds.

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Exhibit B

BUDGET ACT OF 2024
SB 125 FORMULA-BASED TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM & ZERO EMISSION TRANSIT CAPITAL PROGRAM

FINAL GUIDELINES

January 10, 2025

CalSTA
CALIFORNIA STATE TRANSPORTATION AGENCY

Docusign Envelope ID: F3A4FC50-25D8-4017-9BCB-941247DCD3AE

SB125 FINAL GUIDELINES – FORMULAIC FUNDING

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1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4,000,000,000 of General Fund to the TIRCP over the next two fiscal years as well as $910,000,000 of GGRF funding and $190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP).

Further, AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget of Act of 2024 to make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. For the TIRCP, $2,000,000,000 of General Fund and GGRF funding was made available for the 2023–24 fiscal year, $1,000,000,000 of General Fund and GGRF funding is made available for the 2024–25 fiscal year, and $1,000,000,000 of General Fund and GGRF funding is made available for the 2025–26 fiscal year. For the ZETCP, $190,000,000 of PTA funding was made available for the 2023-24 fiscal year, $220,000,000 of GGRF funding is made available for the 2024-25 fiscal year, $0 is made available for the 2025-26 fiscal year, $230,000,000 of GGRF funding is made available for the 2026-27 fiscal year, and $460,000,000 of GGRF funding is made available for the 2027-28 fiscal year. These guidelines are specifically developed to facilitate the award of these funds to projects in an expeditious manner.

These guidelines include elements of the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP last updated for Cycle 6 (which delivered its last tranche of funding for project awards in July 2023) but are unique to this particular cycle of TIRCP funding. In allowing the funds covered by these guidelines to be available for operating costs, the guidelines are also required to be aligned with the legislative intent described in subdivision (d) of Section 75226 of, and subdivision (f) of Section 75260, of the Public Resources Code. They will be further informed by input received through workshops, public comments and written responses to be received by December 30, 2024.

SB 125 provided additional direction with regards to the funding appropriated in the Budget Act of 2023 and amended in the Budget Act of 2024. It created specific categories for funding as follows:

A) $3,995,000,000 over three fiscal years shall be distributed pursuant to a population-based formula to regional transportation planning agencies (RTPA) as defined in Section 7 of these guidelines. The bill authorizes RTPAs to use the moneys for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership for operators within the RTPAs jurisdiction, subject to compliance with requirements and further detail described in Section 6 of these guidelines.

   $1,100,000,000 over five fiscal years shall be for the establishment of the Zero-Emission Transit Capital Program (ZETCP) and requires funds under the program to be allocated to RTPAs

pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs, as specified (the formula described is consistent with the current State Transit Assistance formula). The bill authorizes RTPAs to use the moneys for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements described in Section 6 of these guidelines, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

2 Objectives

The TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550. Each RTPA will need to provide information related to its projects sufficient to determine the nature of priority population benefits; however, there is no minimum requirement that each project or RTPA needs to meet for the projects submitted.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

Further, as outlined in SB 125, which amended the Budget Act of 2023, and affirmed in the Budget Act of 2024, it is the intent of the Legislature to:

(1) provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified

(2) assist transit operators in preventing service cuts and increasing ridership

(3) prioritize the availability of transit for riders who are transit dependent

(4) prioritize transit agencies representing a significant percentage of the region's ridership

To that end, SB 125 specifies that the moneys appropriated in the Budget Act of 2023 may be used for high-priority transit capital projects within the project eligibility categories allowed under TIRCP in Cycle 6, and also for transit operating expenses for operators within the RTPAs jurisdiction. Further detail on the definition of transit operator is included in Section 3.

3 Eligible Recipients and Funding Distribution

The first year of funding for TIRCP and the first and second year of funding for ZETCP has already been distributed to all approved projects, with a number of disbursements pending approval. The second year of funding for TIRCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2030. Once received by the RTPA there is no deadline for the expenditure of funds.

TIRCP funding will be allocated in both FY24-25 and FY25-26 to RTPAs according to a population-based formula after each recipient first receives $300,000 of base funding split evenly across both years.

The remaining ZETCP funding will be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs. This formula matches the approach used to calculate State Transit Assistance distribution.

Eligible recipients of funding are the RTPAs, as defined in Section 13987(j) of the Government Code. The current eligible recipients based on that definition and initial fund estimates by expected recipient can be found in attachment 4 of these guidelines.

Funding distributions will be only made to the recipients found in attachment 4, utilizing fund transfer instructions confirmed with CalSTA by the RTPA prior to transfer, which may in turn make funding available to public agencies in their jurisdiction. RTPAs have the discretion to suballocate or distribute funds within their region based on local needs, existing procedures, policies or priorities, as long as required SB 125 program requirements and goals are met, including addressing how operating needs are expected to be met with SB 125 and/or other resources. SB125 funds may be applied to expenses for approved projects, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement.

For TIRCP and ZETCP capital projects, the RTPAs may distribute funding to public agencies eligible to receive TIRCP capital funding, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute. Please note that within such capital projects, with the exception of projects that are in the federal pipeline for major projects project development, the projects funded must result in construction being completed, as is required under traditional TIRCP funding.

For any spending on transit operations to prevent service reduction or elimination in order to maintain or increase ridership, or to otherwise increase ridership, the RTPAs may distribute funding to transit operators in their jurisdiction that are eligible to receive State Transit Assistance (STA) funding through Section 99314 at the time of distribution by the RTPA. Please note that preventing service reduction and elimination includes the broad variety of expenses required to provide service, including those related to ensuring safety and state of good repair of the vehicles and infrastructure.

RTPAs may also be the sponsor of capital and operating projects and may partner on projects with the agencies eligible to receive funding (such as doing a planning effort tied to making the underlying project more beneficial in a regional context upon implementation).

RTPAs must deposit funds into one or more dedicated bank accounts or custody accounts. Permitted investments include bank demand deposits consistent with California government code, government money market funds, U.S. Treasuries, U.S. Agency securities, California Local Agency Investment Fund (LAIF), and AAA public agency pools, to the extent permitted by RTPA policy and state statute. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated

to SB 125 funds. Funds will be disbursed separately from each fund source supporting SB 125 (General Fund and GGRF for TIRCP; PTA and GGRF for ZETCP) and identified as such when disbursed. RTPAs are responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when an agency submits its required Annual Report, as described in Section 9. When the recipient agency submits its Annual Report, they are required to submit a copy of their most recent bank statement. The additional spending made possible by interest or investment earnings shall be approved through submitting an Updated Program Allocation Request to CalSTA, which will approve such spending based on review of project eligibility.

RTPAs, transit operators and other public agencies expending SB 125 formula funding assume responsibility and accountability for the use and expenditure of allocated funds in accordance with these guidelines and applicable statutes. These agencies must also comply with all relevant federal and state laws, regulations, policies, and procedures.

4 Schedule

Comments on Draft 2024 Guidelines Due	December 30, 2024
CalSTA Publishes Final 2024 SB 125 Guidelines	January 10, 2025
Updated Program Allocation Summary and First Annual Report Due	February 28, 2025
Requested Funding Will be Allocated No Later Than	April 30, 2025
Next Annual Report Due	October 31, 2025
**Comments and requests for meetings can be submitted to: SB125transit@calsta.ca.gov*	

5 Eligible Projects

TIRCP Funding ($3.995 billion)

In order to be eligible for TIRCP capital project funding under this program, a capital project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the relevant sections of the ZETCP Quantification Methodology. It must also demonstrate an increase in ridership.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments,

efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.

3. Rail, bus, and ferry integration implementation, including:
    a. integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
    b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
    c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment, such as transit route and schedule integration (or coordination)
    d. other multimodal and service integration initiatives, including active transportation and other access investments which increase transit and rail ridership and reduce greenhouse gas emissions
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transit services operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhanced service.

Grade separations and grade crossing improvements on passenger rail corridors or related to transit projects are eligible, as they are under the discretionary TIRCP. In addition to providing safety benefits, these projects often provide certain roadway based (and sometimes rail related) greenhouse gas emission reductions and a small increase in ridership (tied to reductions in train delays and cancellations tied to incidents at the crossing, and sometimes speed increases that occur after crossings are improved or eliminated). In some cases, ridership increases from such projects are more significant if they are necessary to increase train frequency.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor.

Projects that link housing with key destinations and that improve accessibility to economic opportunities are also eligible for TIRCP funding.

Demonstration projects that are smaller-scale efforts with great potential to be expanded are eligible for funding. Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership. Research, development, and testing of emerging technologies are eligible components. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

Many TIRCP applicants have met the requirements for reducing greenhouse gas emissions and increasing ridership through combining related capital investments that may individually address only one or the other benefit. Many TIRCP applicants have also augmented their chosen capital projects with key network integration planning studies that consider how to enhance the benefits of their projects (in connecting to other transit and rail systems), or planning efforts that consider a later phase of capital investment and the benefits it will bring to the current proposed project when constructed at a later date.

Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for new projects, either to complete project funding or to expand project scope; SB 125 funding will be counted as matching funds

in future TIRCP discretionary grant applications.

Additionally, RTPAs may suballocate funds to agencies in their jurisdiction so agencies may use this funding to support projects that have previously received a TIRCP award and require an additional infusion of resources to deliver the original scope. RTPAs may also allocate funding to any project awarded funds in Cycle 6 that pledged to use future TIRCP formula funds as match, in accordance with the direction provided in the Cycle 6 guidelines. RTPAs may assume that any funding from these SB 125 resources will help obtain or maintain funds from federal, state and local sources already committed to the projects, and document this benefit for their own projects, and require such documentation of benefits from project sponsors for other projects, in their Allocation Package submissions. Agencies shall state which project is seeking additional funds, identifying the Cycle 1 through 7 project, and whether the funding is needed for the full project scope or for a subcomponent.

RTPAs may suballocate funds to agencies in their jurisdiction so agencies may also use this funding for project development activities, similar to the "Major Projects Project Development Reserve" that was established in the Cycle 6 guidelines, including use of additional funding for projects that received funding for such projects in the Cycle 6 awards. While projects and programs of projects do not need to be ready for construction, agencies should identify how their project or program of projects will be eligible to apply for TIRCP construction funding in the future and what specific federal, state and other funding programs they are planning to utilize for construction funding. As in Cycle 6, such projects must either be pursuing Capital Investment Grant funding through the Federal Transit Administration (FTA) or be part of the pursuit of Federal Railroad Administration funding through the Corridor Identification Program. Projects not pursuing federal funds for construction from FTA or planning to pursue FRA capital funding for construction through one of the Bipartisan Infrastructure Law programs are not eligible. Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for project development; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications.

RTPAs that are themselves the capital project sponsor may also utilize funds for their own projects. RTPAs are also authorized to use TIRCP moneys, subject to compliance with requirements described in Section 6 of these guidelines, to fund transit operating expenses within its jurisdiction that prevent service cuts and increase ridership, including those related to increasing service up to, or above, pre-pandemic service levels, ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning expenses related to implementation of ridership recovery and retention strategies are also eligible as operating projects, whether at the RTPA or STA-eligible transit operator level. RTPAs that are themselves the operator of transit services may also utilize funds for their own operations. Service planning necessary to experiment with, demonstrate or implement significant service modifications may be funded as an operating expenditure at either the RTPA or transit operator level.

ZETCP Funding ($1.1 billion)

Pursuant to SB 125, zero-emission transit equipment, transit facility and network improvement projects such as those that support replacing aging vehicle fleets with Zero-Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, and projects that expand or modernize zero-emission transit networks, are eligible projects for the Zero-Emission Transit Capital Program (ZETCP). ZEVs include heavy- and light-rail vehicles, buses, and other ZEVs used for transit service. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

GGRF funds used on these projects (100% of years 2-5) will require submission of information described in the ZETCP Quantification Methodology, as expending GGRF funds requires benefits reporting. They also require compliance with the CARB Funding Guidelines applicable to all GGRF funding, including annual benefits reporting and identification of benefits to priority populations.

ZETCP funding may also be used for transit operations expenditures that prevent service reduction or elimination or that increase service up to, or above, pre-pandemic service levels in order to maintain or

increase transit ridership, in accordance with the provisions described in Section 6 of these guidelines, including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning efforts necessary to implement one or more of the Innovative Clean Transit Plan efforts within the region, and planning expenses related to implementation of ridership recovery and retention strategies, may be programmed as an operating expense out of the PTA portion of funds disbursed to each RTPA, but must be requested in an Allocation Package submission covering the FY23-24 funding year.

A maximum of 1% of total multi-year SB 125 funding, or $5 million, whichever is lower, may be programmed by the RTPA for RTPA administration of SB 125 funding across both the TIRCP and ZETCP, and for planning expenses related to preparing and implementing the initial short-term financial plan, updates to the short-term financial plan, and the long-term financial plan, including planning expenses related to implementation of ridership recovery and retention strategies. If less than $25,000 would be available under this formula, a maximum of $25,000 shall be available to such RTPAs for RTPA administration and planning expenses. As the RTPAs are tasked with developing the regional long-term financial plan for their jurisdictions, there is no requirement to program and suballocate funds to transit operators for this purpose, although they may do so at their discretion. The RTPAs can procure professional services or use their own staff to gather the reports, data and relevant information needed to develop the regional long-term financial plan required by SB 125. This request must be made in the Allocation Package submissions covering FY 23-24 funding from the ZETCP, which was originally due on December 31, 2023, as an operating project associated with the RTPA, as most funding will be drawn from the Public Transportation Account resources only available in that year. If included in the submission originally due on December 31, 2023, funds may be applied to expenses incurred at any point in the RTPAs FY23-24 fiscal year, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement. Very small RTPAs may be directed by CalSTA to program the balance of funding from 1st year General Fund resources available under TIRCP if there are insufficient PTA funds available to meet their requested administrative funding amount. Small RTPAs are encouraged to combine planning efforts if feasible. Should RTPAs be part of project-specific project management, resources required for those efforts are to be separately identified as part of the funding requested for each project, as appropriate.

6 Requirements for Funding Allocations

Each RTPA that has not yet submitted an Initial Allocation Package (or that submitted an Initial Allocation Package that excluded the Short Term Financial Plan) please refer to the requirements for funding allocations outlined in the Final SB125 Guidelines dated September 29, 2023. As allocation packages for the first year of funding may be submitted on a rolling basis, agencies that have not yet submitted an Initial Allocation Package, or those that excluded Short Term Financial Plans, may submit this information at any time (subject to the relevant time limitations on funding encumbrance included in the Budget bills for each fiscal year of funding).

In addition, each RTPA that has submitted an initial allocation package but only requested a partial amount of funding, please refer to the requirements for funding allocations starting on page 11 in the Final SB125 Guidelines dated September 29, 2023.

For RTPAs seeking their second year of TIRCP funding for previously approved projects, please submit the following information by February 28, 2025.

A. **An updated fund request form** with updated fund totals by project and by fiscal year and source of funding. Previously submitted allocation Packages are expected to be updated for future years should there be any change in funding availability or projects selected for funding distribution. They also are expected to be updated to reflect any changes in the specific fund sources and years of funding assigned to specific projects. Before additional funding is disbursed, agencies must submit an updated fund request form that identifies the projects and fund source by fiscal year.

The updated fund request form should also identify any interest earned on SB125 funding and the how this earned interest amount is proposed to be spent. If an RTPA is proposing to spend earned interest on a previously approved project, this amount can be added and identified in the updated fund request form. If an RTPA is proposing to spend earned interest on a new project, agencies must submit the required information for new projects following the guidance in the Final SB125 Guidelines dated September 29, 2023. Agencies may submit for review and approval proposals to spend (or other investment income earned)on a rolling basis. Allocation packages and their updates will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

B. **A completed annual report template (available on the CalSTA program page for the SB125 Transit Program).** At a minimum, agencies should report on the following:

   a. Proof that funds received have been deposited into a dedicated bank account or subaccount and is tracked by the three fund sources (TIRCP; ZETCP GGRF and ZETCP PTA).

   b. Amount of interest earned (or other investment income earned) on each fund source separately.

   c. Progress made toward implementation of the projects and operating expenditures and should include expenditures to date and total amount remaining per project.

   d. Estimated greenhouse gas benefits and jobs co-benefits as modeled in the CARB modeling tools.

   e. How much funding is to be used for operating costs, if any.

   f. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.

   g. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.

   h. The total costs and the source of funding for vehicles and equipment purchased using these funds.

C. Transit Operations Funding

If an agency is using funding for transit operations for one or more of the STA- eligible transit operators in its jurisdiction, it shall resubmit the following information for each operator covered by its request.

1. Name of Transit Operator
2. 2023-24 Ridership for the Operator and Operator's Percent of Region's Total Ridership
   a. Amount of service being paid for by the additional SB125 funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). Costs involved in maintaining current operations may include those necessary for ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting. In some regions, a different STA-eligible operator may be better able to implement increased or restored service levels than the original operator. This flexibility is allowed and should be noted.
   b. Identification of operating expenses invested in increased safety and security measures.

c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules.

d. Identification of benefits to transit dependent riders of activities funded by the request.

Each RTPA that has not yet submitted an Initial Allocation Package may submit a request for the first two years of funding concurrently. Approval will be dependent on meeting all of the requirements for Initial Allocation Packages outlined in the Final SB125 Guidelines dated September 29, 2023 as well as the requirements outlined in Section 6A through 6C of these Guidelines.

Technical assistance in addressing the required contents of the Initial Allocation Package and any future updates may be requested by emailing the SB 125 e-mail address at SB125transit@calsta.ca.gov. Assistance may be provided by CalSTA, Caltrans or CARB, depending on the nature of the specific question.

Agencies are reminded that they may submit updates to allocation packages on a rolling basis that CalSTA anticipates reviewing on a 30- to 60-day timeline for approval of additional allocations of funding, up to the limit available for the RTPA at the relevant point in the program.

RTPAs are also required to make publicly available (i.e., posted online) a summary of monthly ridership data, consistent with the data submitted to the FTA's NTD, from all its transit operators and should cover the time period starting on July 1, 2022, through at least June 30, 2029. The monthly reports should include ridership data for each mode of public transportation service that the agency operates. This information will provide the public with monthly trends in ridership and service supplied throughout the year, and also allow for a comparison of ridership recovery compared to this same time last year.

Caltrans will provide all RTPAs with a summary report each month that meets the requirements of this statutory provision, drawn from the data reported to the National Transit Database. The data will be drawn from the NTD at: Complete Monthly Ridership (with adjustments and estimates) | FTA (dot.gov). RTPAs are required to post a link to this report and data in a manner easily accessed by the public, so that ridership trends within their region can be easily reviewed, in order to receive approval for their allocation packages. For RTPAs with transit operators who do not report monthly data to the NTD, Caltrans will include the most recent annual ridership numbers provided to the NTD. RTPAs may publish additional ridership data for agencies that do not report monthly to the NTD at their discretion, in order to allow public understanding of the changes in ridership experienced over the SB 125 funding time period.

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in the 2026-27 fiscal year and beyond. *This plan will be analyzed and reviewed for completeness.*

Each long-term financial plan shall include, but is not limited to:

I. Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.

II. A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and

the progress and improvements implemented since the last submitted regional short-term financial plan.

Technical assistance as it relates to the development of long-term financial plans may be offered from CalSTA and/or Caltrans. RTPAs are expected to utilize existing plans and documents that address the requirements of the long-term financial plan where possible, including the use of supplemental materials or addenda that address the long-term plan requirements and reference back to their existing plans as applicable. CalSTA analysis and review for completeness will only extend to content required by the provision of SB 125. Additional guidance will be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125.

7 Approval and Programming

Once an agency's updated information is received, along with verification that monthly ridership data as required by statute is available on each regional agency's website, CalSTA will review and analyze the submitted documents for completeness and for project eligibility (if any new projects are being proposed) with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding. If all projects are eligible and the documentation is complete, CalSTA will notify the RTPA that its package is approved, publish the information on its SB125 Transit Formula Program subject area page, and authorize disbursement of applied-for funds to the RTPA. If a submission is incomplete, RTPAs will be promptly notified and allowed to address areas of incompleteness. If any projects are found to be ineligible, RTPAs will be provided an opportunity to choose between ether remedying the ineligible project (or replacing it with another) prior to having the entire package approved, or advancing all projects that are eligible and addressing the ineligible project in a future Updated Allocation Package. CalSTA will maintain a Program Allocation Report that will incorporate all approved projects (both capital and operating) that will be updated in any quarter during which additional approvals of Initial Allocation Packages or Updated Allocation Packages have been made.

Agencies are not required to fully apply for all available funding at the time of Initial Allocation Package submission. Unrequested monies, or the request to program interest earned on deposited funds that have not yet been disbursed to implementing agencies, may be requested in a future Updated Allocation Package. If an agency chooses to request previously unrequested funding or reprioritize funding between projects (including the addition or deletion of a project from their approved project list), an Updated Allocation Package shall be submitted for approval, including a Summary of Changes section immediately after the cover letter authorizing submission, and any updates to the project information in the document relative to the request. Such documents will be reviewed and analyzed upon receipt for completeness and project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding, with the approved changes included in the quarterly updates to the Program Allocation Report. Notification will be provided to each submitting agency within 30 to 60 days of submission of an Updated Allocation Package regardless of whether the next quarterly Program Allocation Plan has been published.

8 Project Delivery and Reporting

To the extent that recipients specify existing TIRCP projects that already have competitive TIRCP funding awards, CalSTA and Caltrans will work with each project sponsor to update project program supplements to reflect the use of these supplemental resources on the project under its delegated authority from CalSTA. The first year of funding for TIRCP and the first and second year of funding for ZETCP has already been distributed to all approved projects, with a number of disbursements pending approval. The second year of funding for TIRCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2029. Once received by the RTPA there is no deadline for the expenditure of funds. Agencies may spend SB 125 funds in any order relative to other state, federal and local funds.

As previously noted, as a condition of ongoing disbursement of requested SB 125 funds, the RTPAs must submit to CalSTA an Annual Report documenting the activities and progress made toward implementation of the projects and operating expenditures, which includes total SB 125 expenditures to date and total amount remaining.
Recordkeeping and reporting requirements will apply through the life of the projects.

As previously noted, recipients must deposit funds into a dedicated bank account that will hold only SB 125 funds. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. These funds must also be spent on eligible projects and will be accounted for when an agency submits its required Annual Report.

A reporting template will be distributed prior to the first annual report being due by February 28, 2025 and will cover the requirements outlined in Section 6A through 6C of these Guidelines. The first report should cover the period of project approval through December 31, 2024.

A final delivery report for completed capital projects may also be required, to provide notification of the completion of the project and confirmation of its placement into service. Additional guidance may be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125, and may include the development and distribution of a final delivery report template in the future.

Consistent with CARB's Funding Guidelines, local agencies are required to report on job co-benefits, in addition to all other reporting requirements, for funding associated with the ZETCP. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of the Allocation Package submission for the ZETCP, agencies are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the annual reporting process. Note that these requirements are only for the ZETCP and are not necessary for the SB 125 TIRCP funding. Projects accessing funding from the ZETCP may also be required to submit reporting information related to greenhouse gas reductions and priority population benefits in accordance with the CARB's Funding Guidelines (see Attachment 1).

Implementing agencies should note that additional Project Outcome Reporting may be required for TIRCP or ZETCP capital projects. Caltrans may provide assistance through Cal-ITP on scheduling, real-time information and payments to streamline reporting requirements.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of SB125 projects to evaluate the performance of the project, or compliance with state and federal laws and regulations, contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the Allocation Package. A report on the projects audited must be submitted by the auditing agency to CalSTA.

In addition, agencies that receive ZETCP funding under this program shall submit a report to CalSTA, no later than February 28th, 2025, and annually by October 31st of subsequent years. The second report should cover the period of January 1, 2025, through June 30, 2025. Subsequent annual reports should cover the period of July 1st through June 30th. Annual reports must include the following information:

a. How much funding is to be used for operating costs, if any.

b. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.

c. The number, type, date, Open Charge Point Interface (OCPI) data, and location of electric charging stations or hydrogen fueling stations purchased and installed, if any.

d. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.

e. The total costs and the source of funding for vehicles and equipment purchased using these funds.

Additional guidance related to the ZETCP annual report will be provided at least six months before its required submission.

9 Project Administration

Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by CalSTA and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

If a short-term financial plan does not meet the content and completeness requirements outlined in section 6, or if specific projects described do not meet eligibility requirements, agencies will have an opportunity to remedy their plan and receive access to the funding after the requirements are met.

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the disbursement of funds if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the recipient which affects performance of this funding, or any other grant agreement or contract entered into with the State. If funding disbursement is terminated, or project approval revoked, the Agency may be required to fully or partially repay funds from the TIRCP or ZETCP.

Attachment 1: CCI Funding Guidelines for Administering Agencies

(applies to ZETCP Recipients Using GGRF Funds)

Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in AB 398 and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "priority populations"), among other statutory requirements.

CARB collaborates with agencies that administer California Climate Investments programs to develop individual targets for each program to drive investments that achieve direct and meaningful benefits to priority populations and help ensure that statutory requirements are met, which are described in AB 1550.

Additional information can be found at the following CARB websites:

https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies

Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology

CCI Quantification and Reporting Materials
(applies to all agencies receiving SB125 funds)

Administering agencies using ZETCP GGRF funding for capital expenditures must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables (BCTs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the TIRCP QM and associated Calculator Tool to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

The TIRCP Calculator Tool will be used for most ZETCP capital projects, and also for developing quantification estimates for new TIRCP capital projects using SB 125 funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects

- ROG emission reductions (lbs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings ($), and
- Energy and fuel cost savings ($).

While many ZETCP and TIRCP projects will use the TIRCP calculator tool, there are some project types that may not be covered by a single tool. CARB staff have developed the ZETCP QM by compiling the calculator tools from TIRCP, LCTOP, the Affordable Housing and Sustainable Communities (AHSC) program, the Low-Income Weatherization Program (LIWP), and the Low Carbon Fuel Production (LCFP) Program. The LIWP calculator can be used to calculate the benefits from solar panel and microgrid installations. The LCFP calculator can be used to calculate the benefits from alternative fuel generation in either a new facility or an expanded, existing facility.

All CARB co-benefit assessment methodologies are available at:
https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP, and are expected to also be used to report on outcomes for ZETCP GGRF-funded projects. Additional quantification tools will be

identified by CARB for ZETCP project types that are not covered by current quantification tools, generally utilizing select tools used by existing GGRF programs.

Additional information can be found at the following CARB website:
https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials

Co-benefit Assessment Methodology

California Climate Investments support the State's climate change goals and provide many additional benefits to individuals, households, businesses, and communities. These "co-benefits" include social, economic, and environmental benefits. CARB provides guidance on quantification methods and reporting to administering agencies. CARB contracted with the University of California, Berkeley (UC Berkeley) to help research and develop methods for evaluating project co-benefits. Guidance on using the co-benefit assessment methodologies is contained in CARB's Funding Guidelines.

The co-benefits were prioritized based on administering agency input and broad applicability to California Climate Investments programs. UC Berkeley first reviewed the scientific data to determine if methods could be developed and summarized the findings in literature reviews. Next, UC Berkeley and CARB developed Co-benefit Assessment Methodologies where feasible. CARB solicited public comment on draft versions in Spring 2018 prior to posting final Co-benefit Assessment Methodologies. CARB may review and update assessment methodologies periodically based on new or evolving project types; new legislation; available resources; new scientific developments or tools, or modifications in the analytical tools or approaches upon which the methodologies were based; or input from administering agencies or the public.

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.

https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Attachment 3: Benefit Criteria Tables
(applies to ZETCP Recipients Using GGRF Funds)

CCI Benefit Criteria Tables

ZETCP will use the Sustainable Transportation Benefit Criteria Table developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as "priority populations".

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:
Step 1: Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household.
Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household.
Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimum.

Attachment 4: Eligible Recipients and Fund Estimates

A	B				E			F	G
RTPA	Year 1 TIRCP FY 23-24 (mix of GF and GGRF)	Year 2 TIRCP FY 24-25 (mix of GF and GGRF	Year 3 TIRCP FY 25-26 (mix of GF and GGRF	Year 1 ZETCP FY 23-24 (100% PTA)	Year 2 ZETCP FY24-25 (100% GGRF)	Year 3 ZETCP FY26-27 (100% GGRF)	Year 4 ZETCP FY27-28 (100% GGRF)	Grand Total (B+C+D+(E*3))	Maximum Admin Share
Metropolitan Transportation Commission	$385,068,697	$193,020,094	193,020,094	$69,361,489	$80,318,030	$83,966,559	$167,933,118	$1,172,688,081	$5,000,000
Alpine County Transportation Commission	$360,641	$180,397	$180,397	$3,123	$3,617	$3,781	$7,562	$739,518	$25,000
Amador County Transportation Commission	$2,336,465	$1,170,803	$1,170,803	$101,094	$117,064	$122,381	$244,762	$5,263,372	$52,634
Butte County Association of Governments	$10,488,545	$5,257,135	$5,257,135	$515,836	$597,320	$624,454	$1,248,908	$23,989,332	$239,893
Calaveras County Local Transportation Commission	$2,576,611	$1,291,180	$1,291,180	$110,536	$127,996	$133,811	$267,622	$5,798,936	$57,989
Colusa County Local Transportation Commission	$1,402,047	$702,415	$702,415	$55,216	$63,937	$66,842	$133,684	$3,126,556	$31,266
Del Norte County Local Transportation Commission	$1,675,501	$839,487	$839,487	$69,395	$80,357	$84,007	$168,014	$3,756,248	$37,562
El Dorado County Local Transportation Commission	$9,085,857	$4,554,021	$4,554,021	$450,323	$521,458	$545,145	$1,090,290	$20,801,114	$208,011
Tahoe Regional Planning Agency	$5,753,283	$2,883,526	$2,883,526	$276,611	$320,305	$334,855	$669,710	$13,121,816	$131,218
Fresno County Council of Governments	$51,406,113	$25,767,575	$25,767,575	$2,895,819	$3,353,250	$3,505,575	$7,011,150	$119,707,056	$1,197,071
Glenn County Local Transportation Commission	$1,752,922	$878,296	$878,295	$77,684	$77,008	$86,778	$173,556	$3,924,539	$39,245
Humboldt County Association of Governments	$7,130,906	$3,574,077	$3,574,077	$382,327	$442,720	$462,831	$925,662	$16,492,599	$164,926
Imperial County Transportation Commission	$9,362,644	$4,692,763	$4,692,763	$476,155	$551,369	$576,416	$1,152,832	$21,504,942	$215,049
Inyo County Local Transportation Commission	$1,259,080	$630,751	$630,751	$46,008	$53,276	$55,696	$111,392	$2,786,953	$27,870
Kern Council of Governments	$46,278,687	$23,197,389	$23,197,389	$2,340,621	$2,710,353	$2,833,473	$5,666,946	$106,224,857	$1,062,249
Kings County Association of Governments	$7,982,701	$4,001,049	$4,001,049	$383,313	$443,862	$464,025	$928,050	$18,204,049	$182,040
Lake County/City Council of Governments	$3,706,510	$1,857,556	$1,857,556	$171,733	$198,860	$207,894	$415,788	$8,415,896	$84,159
Lassen County Local Transportation Commission	$1,829,937	$916,900	$916,900	$76,509	$88,594	$92,619	$185,238	$4,106,697	$41,067
Los Angeles County Metropolitan Transportation Authority	$498,650,905	$249,954,589	$249,954,589	$55,373,970	$64,121,003	$67,033,765	$134,067,530	$1,319,156,350	$5,000,000

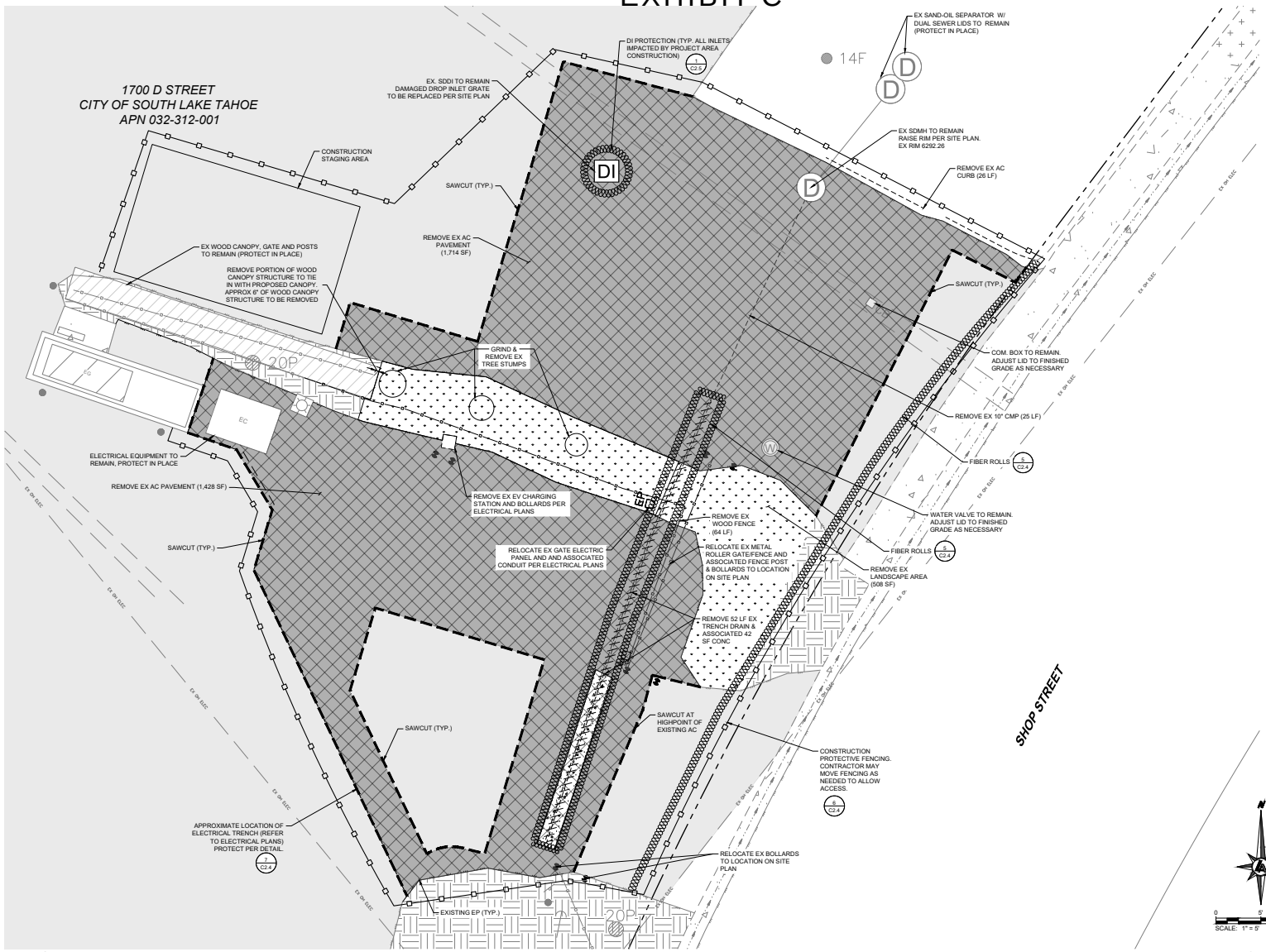
Madera County Local Transportation Commission	$8,254,231	$4,137,158	$4,137,158	$394,272	$456,553	$477,292	$954,584	$18,811,247	$188,112
Mariposa County Local Transportation Commission	$1,161,396	$581,786	$581,786	$42,540	$49,259	$51,497	$102,994	$2,571,257	$25,713
Mendocino Council of Governments	$4,848,229	$2,429,857	$2,429,857	$234,154	$271,142	$283,459	$566,918	$11,063,615	$110,636
Merced County Association of Governments	$14,669,424	$7,352,852	$7,352,852	$722,403	$836,516	$874,515	$1,749,030	$33,557,592	$335,576
Modoc County Local Transportation Commission	$739,160	$370,135	$370,135	$22,862	$26,474	$27,676	$55,352	$1,611,793	$25,000
Mono County Local Transportation Commission	$976,126	$488,917	$488,917	$79,533	$92,096	$96,279	$192,558	$2,414,426	$25,000
Transportation Agency for Monterey County	$22,218,449	$11,136,895	$11,136,895	$1,378,936	$1,596,756	$1,669,291	$3,338,582	$52,475,804	$524,758
Nevada County Local Transportation Commission	$5,416,406	$2,714,662	$2,714,662	$256,982	$297,576	$311,093	$622,186	$12,333,567	$123,336
Orange County Transportation Authority	$160,108,526	$80,256,011	$80,256,011	$10,414,353	$12,059,435	$12,607,247	$25,214,494	$380,916,077	$3,809,161
Placer County Transportation Planning Agency	$16,356,936	$8,198,739	$8,198,739	$880,463	$1,019,543	$1,065,857	$2,131,714	$37,851,991	$378,520
Plumas County Local Transportation Commission	$1,257,263	$629,840	$629,840	$53,042	$61,421	$64,211	$128,422	$2,824,039	$28,240
Riverside County Transportation Commission	$123,382,700	$61,846,734	$61,846,734	$6,871,430	$7,956,860	$8,318,309	$16,636,618	$286,859,385	$2,868,594
Sacramento Area Council of Governments	$100,321,824	$50,287,184	$50,287,184	$6,444,512	$7,462,506	$7,801,498	$15,602,996	$238,207,703	$2,382,077
Council of San Benito County Governments	$3,609,072	$1,808,714	$1,808,714	$161,264	$186,738	$195,221	$390,442	$8,160,164	$81,602
San Bernardino County Transportation Authority	$110,856,746	$55,567,944	$55,567,944	$6,425,010	$7,439,924	$7,777,890	$15,555,780	$259,191,238	$2,591,912
San Diego Association of Governments	$48,212,817	$24,166,896	$24,166,896	$2,864,296	$3,316,748	$3,467,415	$6,934,830	$113,129,897	$1,131,299
San Diego Metropolitan Transit System	$118,515,843	$59,407,162	$59,407,162	$8,000,723	$9,264,540	$9,685,392	$19,370,784	$283,651,605	$2,836,516
San Joaquin Council of Governments	$39,935,609	$20,017,842	$20,017,842	$2,331,741	$2,700,069	$2,822,723	$5,645,446	$93,471,272	$934,713
San Luis Obispo Area Council of Governments	$14,486,636	$7,261,228	$7,261,228	$727,328	$842,219	$880,477	$1,760,954	$33,220,069	$332,201
Santa Barbara County Association of Governments	$22,796,994	$11,426,898	$11,426,898	$1,351,460	$1,564,940	$1,636,030	$3,272,060	$53,475,280	$534,753
Santa Cruz County Transportation Commission	$13,771,188	$6,902,601	$6,902,601	$1,227,995	$1,421,973	$1,486,567	$2,973,134	$34,686,058	$346,861

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Shasta Regional Transportation Agency	$9,423,391	$4,723,214	$4,723,214	$460,303	$533,013	$557,226	$1,114,452	$21,534,812	$215,348
Sierra County Local Transportation Commission	$463,183	$231,798	$231,798	$8,125	$9,408	$9,836	$19,672	$973,819	$25,000
Siskiyou County Local Transportation Commission	$2,515,009	$1,260,301	$1,260,301	$110,781	$128,280	$134,108	$268,216	$5,676,995	$56,770
Stanislaus Council of Governments	$28,068,044	$14,069,078	$14,069,078	$1,407,739	$1,630,110	$1,704,159	$3,408,318	$64,356,525	$643,565
Tehama County Transportation Commission	$3,587,498	$1,797,899	$1,797,899	$160,949	$186,374	$194,840	$389,680	$8,115,139	$81,151
Trinity County Transportation Commission	$1,109,748	$555,895	$555,896	$40,115	$46,452	$48,562	$97,124	$2,453,792	$25,000
Tulare County Association of Governments	$24,305,505	$12,183,058	$12,183,058	$1,273,449	$1,474,607	$1,541,592	$3,083,184	$56,044,452	$560,445
Tuolumne County Transportation Council	$3,094,210	$1,550,633	$1,550,633	$137,430	$159,139	$166,368	$332,736	$6,991,148	$69,911
Ventura County Transportation Commission	$42,429,785	$21,268,079	$21,268,079	$2,348,047	$2,718,951	$2,842,463	$5,684,926	$98,560,329	$985,603

ATTACHMENT A

EXHIBIT C



LUMOS & ASSOCIATES
312 DORLA COURT, SUITE 202
ZEPHYR COVE, NV 89448
TEL. 775.588.6490
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

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No. C95958 Exp. 12/31/26 CIVIL STATE OF CALIFORNIA

06/06/25

CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
DEMOLITION & TEMPORARY BMP PLAN

CA
EL DORADO
SOUTH LAKE TAHOE

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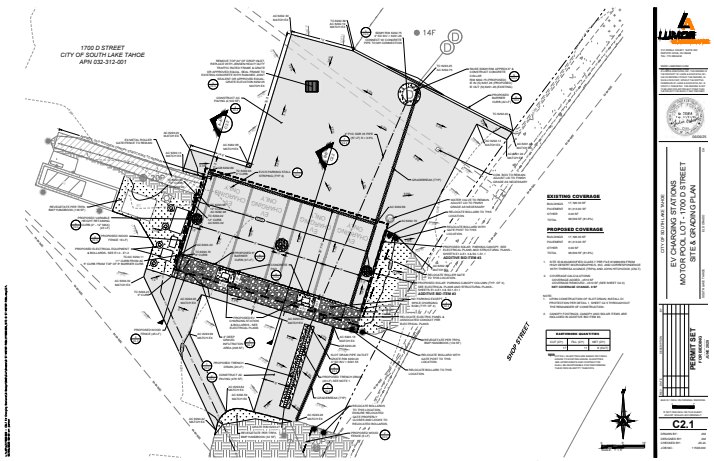
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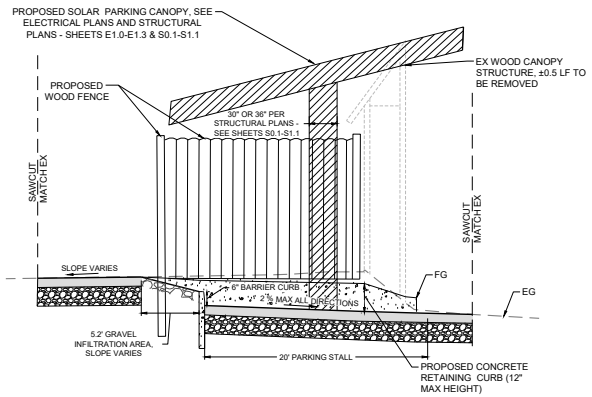
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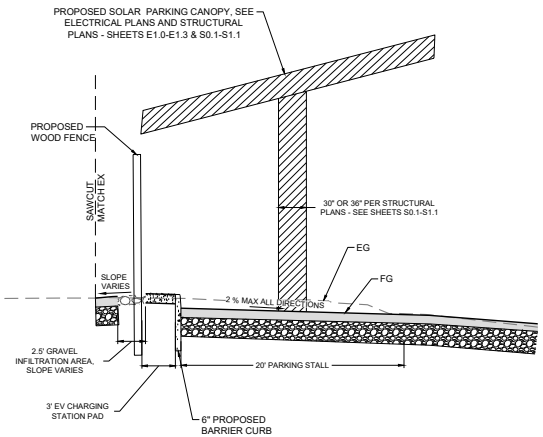
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1700 D STREET
CITY OF SOUTH LAKE TAHOE
APN 032-312-001
EXISTING COVERAGE
PROPOSED COVERAGE
EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
SITE LAYOUT PLAN
PERMIT SET
C2.1

ATTACHMENT A



A-A C2.2 SECTION A-A



B-B C2.2 TYPICAL SECTION B-B

LUMOS & ASSOCIATES
312 DORLA COURT, SUITE 202
ZEPHYR COVE, NV 89448
TEL: 775.588.6490
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

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No. C36958 Exp. 12/31/26 CIVIL OF CALIF

06/06/25

CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
GRADING SECTIONS

EL DORADO CA

SOUTH LAKE TAHOE

REV	DATE	DESCRIPTION	BY

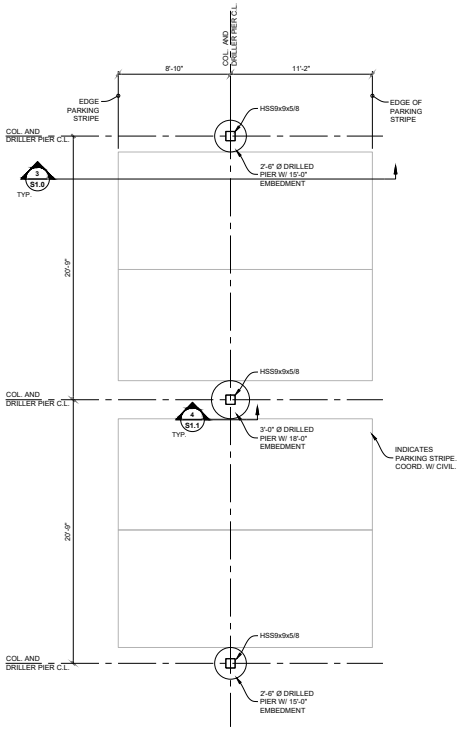
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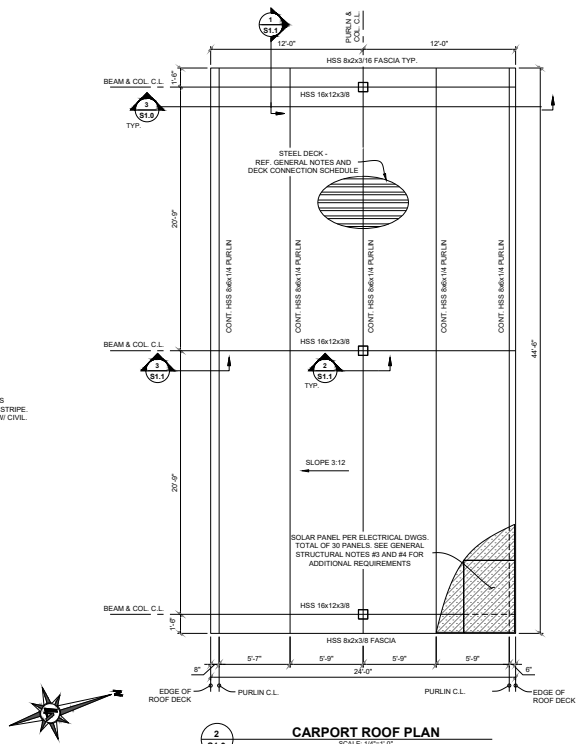
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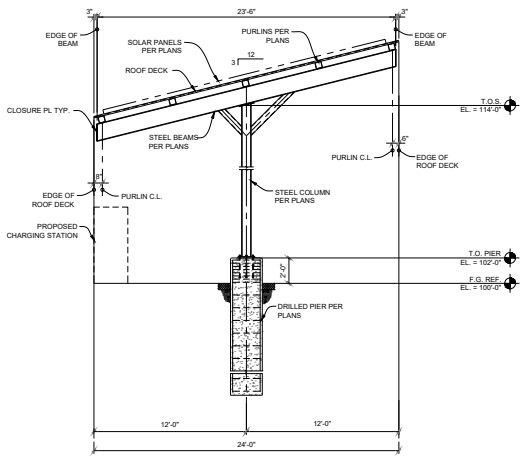
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1 S1.0 **CARPORT FOUNDATION PLAN**
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2 S1.0 **CARPORT ROOF PLAN**
SCALE: 1/4"=1'-0"



3 S1.0 **CARPORT SECTION**
SCALE: 1/4"=1'-0"

METAL DECK CONNECTION SCHEDULE

DECK TYPE	GAGE	SHEET ENDCONDITION	DECK TO SUPPORT CONNECTION TYPE	PERPENDICULAR CONNECTION PATTERN - END	PERPENDICULAR CONNECTION PATTERN - INTERIOR	SIDELAP CONNECTION
AEP SPAN HR-36	20	BOTH ENDS LAPPED	#10 SCREWS (GASKETED)	36/4	36/4	#10 SCREWS (GASKETED) AT 12" o.c.

THIS SHEET IS INCLUDED IN BID ADDITIVE #3

LUMOS & ASSOCIATES
950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

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REGISTERED PROFESSIONAL ENGINEER MANISH KHANNA No. 57306 Exp. 12-31-26 STRUCTURAL STATE OF CALIFORNIA
06/04/2025

CA
CITY OF SOUTH LAKE TAHOE
EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
FOUNDATION, ROOF PLAN AND SECTION
EL DORADO
SOUTH LAKE TAHOE

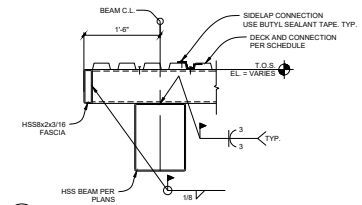
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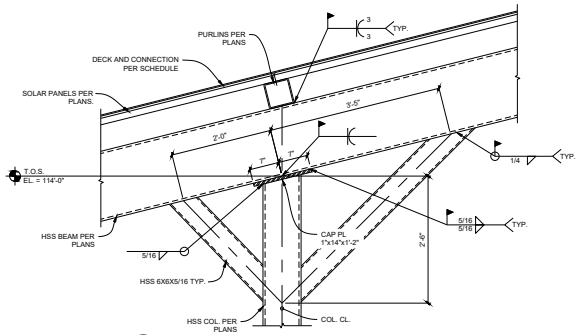
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DESIGNED BY: M.K.
CHECKED BY: E.J.H.
JOB NO.: 11508.000

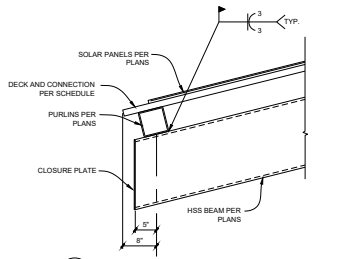
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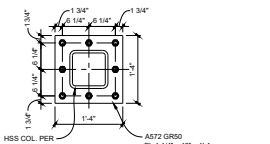
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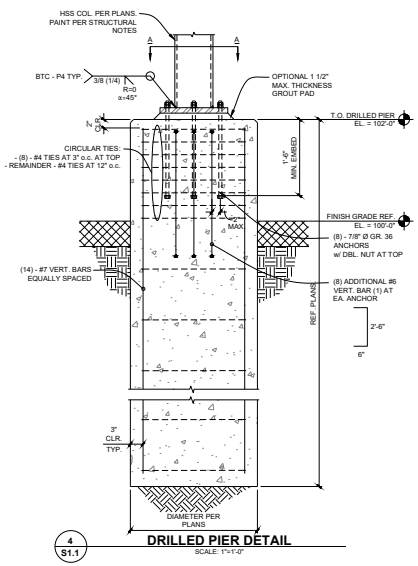
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3 S1.1 **ROOF DETAIL**
SCALE: 1"=1'-0"



A-A SECTION



4 S1.1 **DRILLED PIER DETAIL**
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THIS SHEET IS INCLUDED
IN BID ADDITIVE #3

LUMOS & ASSOCIATES
950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
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REGISTERED PROFESSIONAL ENGINEER
MANISH KHANNA
No. 57306
Exp. 12-31-26
STRUCTURAL
STATE OF CALIFORNIA

06/04/2025

CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
DETAILS

CA
EL DORADO
SOUTH LAKE TAHOE

REV	DATE	DESCRIPTION	BY

PERMIT SET
FOR BIDDING
JUNE 2025

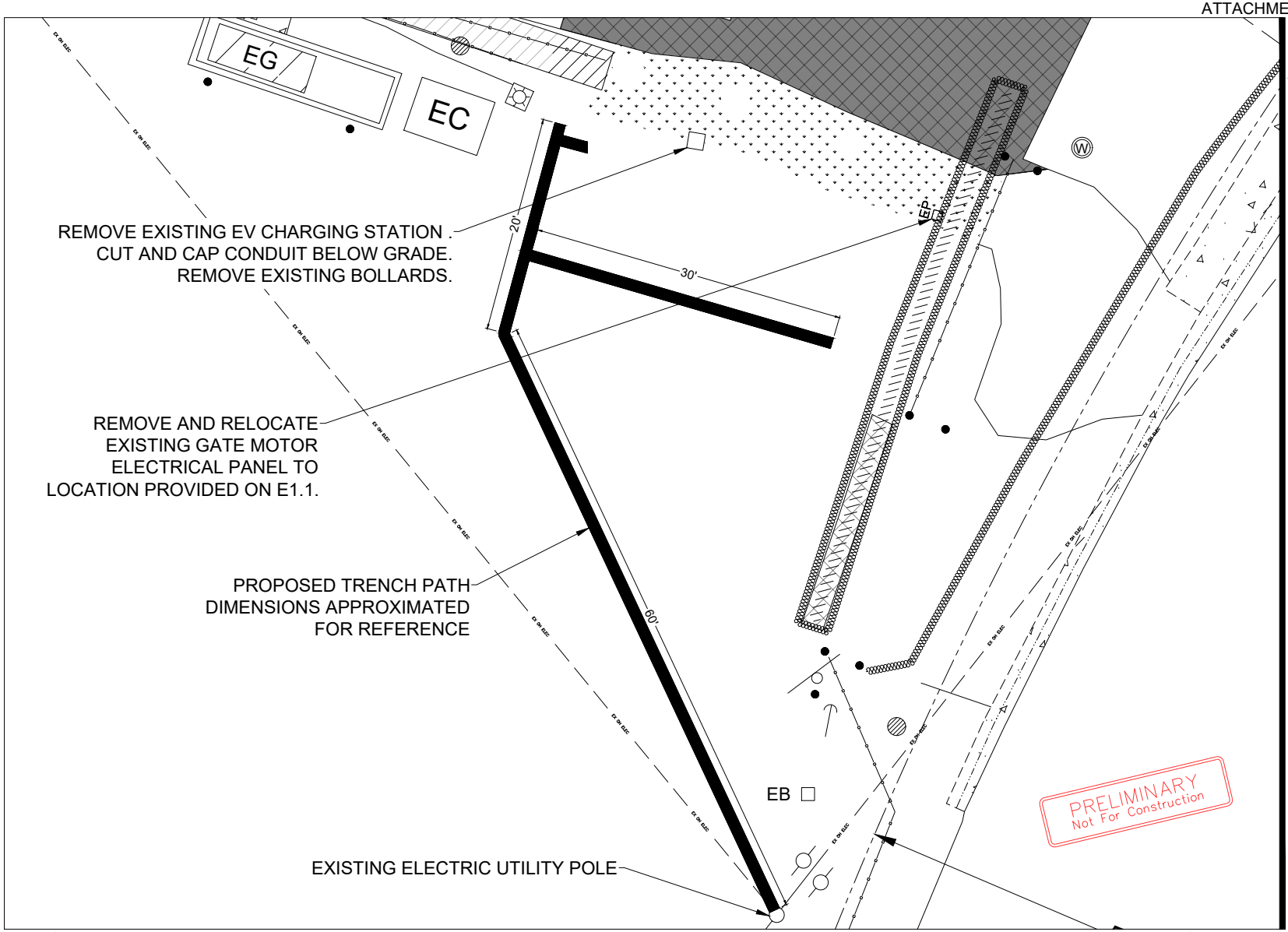
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DESIGNED BY:	M.K.
CHECKED BY:	E.J.H.
JOB NO.:	11508.000

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ATTACHMENT A



LUMOS & ASSOCIATES

312 DORLA COURT, SUITE 202
ZEPHYR COVE, NV 89448
TEL: 775.588.6490

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CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS - MOTOR POOL LOT
1700 D STREET
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EL DORADO
SOUTH LAKE TAHOE

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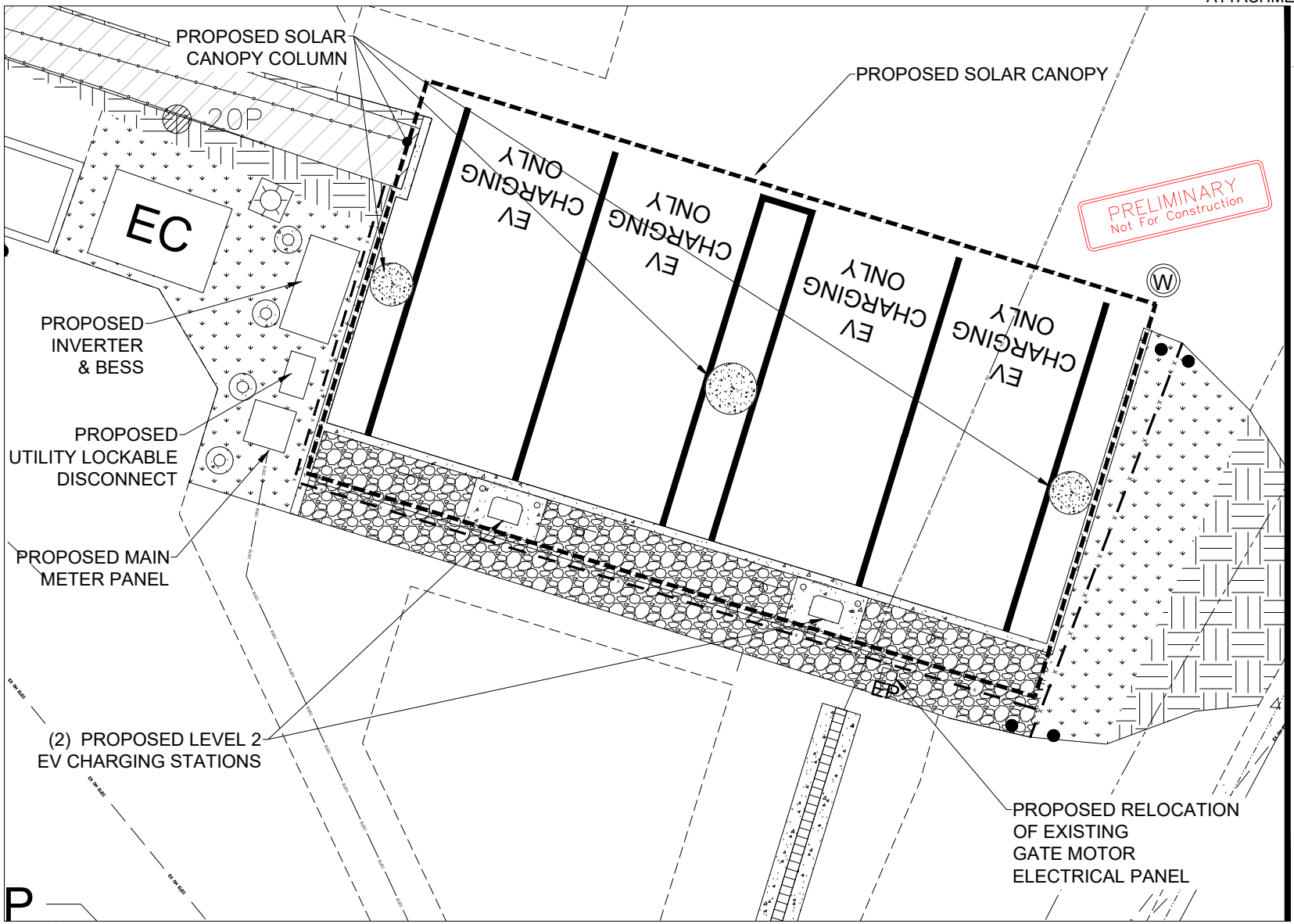
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ATTACHMENT A



LUMOS & ASSOCIATES
312 DORLA COURT, SUITE 202
ZEPHYR COVE, NV 89448
TEL: 775.588.6490
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CITY OF SOUTH LAKE TAHOE
EV CHARGING STATIONS - MOTOR POOL LOT
1700 D STREET
ELECTRICAL PLAN
EL DORADO
CA
SOUTH LAKE TAHOE

REV	DATE	DESCRIPTION	BY
		PERMIT SET FOR BIDDING JUNE 2025	

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JM/ja

AGENDA ITEM: IV.F.

sstma
South Shore Transportation Management Association

August 21, 2025

Mr. Joe Irvin
City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Re: SB 125 subrecipient grant - SS/TMA Microtransit Fleet Electrification Commitment

Dear Mr. Irvin:

The Board of the South Shore Transportation Management Association (SS/TMA) appreciates this funding opportunity to continue partnering with the City of South Lake Tahoe (City) to provide Lake Link microtransit services within the City as part of Lake Link's existing service area, with the addition of electric vehicle(s).

Since 2023, the SS/TMA Board has been formally committed to working with our service provider (South Lake Downtowner, LLC), to transition Downtowner's microtransit fleet to electric vehicles when such a transition is financially feasible and adequate supporting infrastructure is in place. That commitment has been regularly revised and reiterated.

With this letter, the SS/TMA commits to leasing at least one electric vehicle to add to the Lake Link fleet when the City's charging infrastructure is in place. Our goal with this expression of commitment is to provide assurance to the City and Liberty Utilities of our partnership in the City's pursuit of grant and related sources to fund the level and location of infrastructure necessary to support the electrification of transit services.

Sincerely,
Board of Directors
South Shore Transportation Management Association (SS/TMA)

SUB RECEIPIENT FUNDING AGREEMENT
SB125 - TIRCP CAPITAL FUNDS
FOR
SUPPORT OF MICRO-TRANSIT OPERATIONS

This Sub Recipient Funding Agreement for City of South Lake Tahoe Charging Facility (this "Agreement") is dated and effective October _____, 2025, between the Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("**TTD**") and the City of South Lake Tahoe, a municipal corporation ("**CITY**"). City and TTD will be collectively referred to herein as the Funding Partners or the Parties and individually as a Party.

RECITALS

WHEREAS, TTD was established under Article IX of the Tahoe Regional Planning Compact as amended in 1980 by the United States Congress through Public Law 96-551 (the "Compact"), and TTD is a governmental agency operating within the States of Nevada and California pursuant to the Compact; and

WHEREAS, pursuant to the Compact, TTD is responsible for facilitating and implementing multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations; and

WHEREAS, CITY is a California municipal corporation; and

WHEREAS, TTD has entered into agreement with the Tahoe Regional Planning Agency (TRPA) to receive FY 23-24 California SB125 Transit and Intercity Rail Capital Program (TIRCP) formula funds (Grant Agreement # 25C00025 **Attachment A**); and

WHEREAS, CITY desires to construct a vehicle charging station specifically for the purpose of charging electric vehicles purposed for micro-transit operations within the CITY and El Dorado County limits (**PROJECT**); and

WHEREAS, CITY requests $500,000 of TTD's TIRCP funds for the purpose of constructing the PROJECT; and

WHEREAS, TTD desires to appropriate and provide $500,000 of TIRCP funds to CITY for the PROJECT on the terms and conditions set forth herein; and

WHEREAS, this Agreement defines the funding contribution and the rights and obligations of the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

1. **EFFECTIVENESS AND TERM**. This Agreement shall be effective as of the date of the last Party to execute this Agreement (the "Effective Date"). The terms of this Agreement shall be per TIRCP Cycle 2 obligation guidelines. CITY agrees to expend all funds within two (2) years of the Effective Date or any unexpended funds shall be returned to TTD.

2. **FUNDING**. This Agreement is for a **total sub-recipient sum of Five Hundred Thousand and 00/100 Dollars ($500,000)** of TIRCP funds (the "Funds"). CITY shall provide all match funding required for the TIRCP Funds.

3. **SUB-RECIPIENT RESPONSIBILITIES**. CITY shall be responsible for the complete performance of PROJECT including all of the following:

a. PROJECT shall be constructed as detailed in Exhibit C.

b. Procurement shall be in accordance with all appliable state laws and procedures.

c. CITY agrees to comply with all requirements of the SB125 TIRCP Program Cycle 2 final guidelines (**Exhibit B**) including but not limited to all applicable grant guidelines, deadlines, and approved projects by TRPA and CalSTA. Payment to CITY shall be one lump sum payment of $500,000. TTD shall not be obligated to make payment to CITY until CITY has provided sufficient information subject to the approval of TTD's Executive Director's, or their designee's, reasonable satisfaction, which information shall include an invoice consistent with SB 125 guidelines, with the requisite billing detail, for the invoice to be processed, and such other information as may be reasonably requested.

d. CITY agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (i) plan, manage, and complete the expenditure of the Funds; (b) carry out the appropriate expenditure of the Funds, and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the expenditure of the Funds.

e. CITY agrees to the following PROJECT milestones:

i. Develop final design/bid documents by January 2026

ii. Invoice TTD for SB125 funds by March 2026

iii. Award project by May 2026

iv. Project construction completion by July 2027

v. Final project closeout by September 2027

vi. Final project reporting to TTD/TMPO by October 2027

f. CITY shall expend Funds only for PROJECT as defined by this Agreement and for work as shown in Exhibit C. Twenty percent (20%) of all invoices due to contractor shall be provided by CITY local funds.

g. CITY shall include acknowledgment on Project reports, documents, outreach materials (including print, electronic, and social media), and any other applicable materials that the Projects is funded in part or in whole by SB 125 funds.

h. CITY agrees to perform all Operations and Maintenance (O&M) for the constructed PROJECT at no cost to TTD.

4. **INVOICING**. CITY shall provide invoice to TTD at least thirty (30) days in advance of the lump sum payment due date. Invoices shall reference the Project, Project Number, and the payment due date.

5. **USE OF FUNDS**. CITY shall deposit all funding amounts received into a separate account held solely for the PROJECT. CITY shall use all funds solely for the purpose of paying the costs of constructing the PROJECT.

6. **RETURNS**. Any unexpended Funds will be returned to TTD if the PROJECT is not constructed.

7. **REPORTING**. CITY will provide all reporting for PROJECT to TTD as specified in Attachment B.

8. **COMPLIANCE WITH LAWS; NONDISCRIMINATION**. CITY and any contractors, subcontractors, consultants, and other vendors constructing PROJECT shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, including the provisions of the Americans with Disabilities Act of 1990 and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

9. **RECORDS**. CITY shall maintain satisfactory account statements, records and other documents relating to PROJECT. Account statements, records and other documents relating to

PROJECT shall be retained by CITY for three years following the completion or termination of this Agreement and shall be subject to examination and audit by TTD and/or CalSTA.

10. **DISPUTES AND WITHDRAWAL**. The Parties shall meet and confer in an attempt to resolve any disputes arising from this Agreement. If the dispute cannot be resolved, any Party may withdraw from this Agreement upon 60 days written notice to the other Parties.

11. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**. CITY agrees to protect, defend, indemnify, and hold TTD its board members, officers, agents, employees, and volunteers (the "Indemnified Party") free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including but not limited to judgments, penalties, interest, court costs, attorneys' fees, and all other expenses incurred by the Indemnified Party, arising out of or related to CITY's performance or non-performance under this Agreement, including the acts or omissions of its employees, agents, contractors, or subcontractors. This indemnification shall not apply to the extent such losses, claims, or damages are caused by the sole negligence or willful misconduct of TTD. CITY's obligations under this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. **GOVERNING LAW; JURISDICTION**. This Agreement will be governed by, interpreted under; and construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, with venue in County of El Dorado, California. Each of the Parties acknowledges and agrees that the laws of the State of California and the selection of venue in the foregoing were freely chosen by the Parties. Each Party consents to exclusive personal jurisdiction over such Party by the courts of the State of California and agrees that service of process on such Party may be affected by certified or registered mail, return receipt requested, directed to such Party at its address shown in this Agreement.

13. **NOTICE**. Written notice under this Agreement shall be provided via U.S. Mail, electronic mail, or in person, as follows:

Jim Marino	Cody Bass
Executive Director	Mayor
Tahoe Transportation District	City of South Lake Tahoe
P.O. Box 499	1901 Lisa Maloff Way
Zephyr Cove, NV 89448	South Lake Tahoe, CA 96150

14. **NO THIRD-PARTY BENEFICIARIES**. This Agreement is for the exclusive benefit of the Parties hereto and nothing contained herein shall be construed as granting, vesting, creating or conferring any right or cause of action on any third party. Nothing in this Agreement is intended

to create, nor shall it be deemed to create, any contractual relationship between any third party and the Funding Partners.

15. **ENTIRE AGREEMENT**. This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties relating to the Funds and may not be modified except by an instrument in writing signed by the authorized representative of the Party. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

16. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

17. **CONSTRUCTION OF AGREEMENT**. All Parties have been represented by counsel, or had the opportunity to be represented by counsel, in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise.

18. **COUNTERPARTS; ELECTRONIC SIGNATURE.** This Agreement may be executed in duplicate counterparts. Each counterpart shall be deemed an original and both together shall constitute but which together will constitute one and the same Agreement. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all Parties' designated signatories.

19. **INCORPORATION BY REFERENCE.** All Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date set forth below.

Jim Marino Executive Director Tahoe Transportation District	Date

Cody Bass
Mayor
City of South Lake Tahoe

Date

Exhibit A

TRPA Grant No. 25C00025
(to be inserted)

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GRANT AGREEMENT NUMBER 25C00025 BETWEEN THE TAHOE REGIONAL PLANNING AGENCY AND THE TAHOE TRANSPORTATION DISTRICT REGARDING STATE OF CALIFORNIA SENATE BILL 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) AND ZERO EMISSION TRANSIT CAPITAL PROGRAM (ZETCP) FORMULA FUNDING PROGRAM

This Grant Agreement Number 25C00025 (this "Agreement") is made this 1st day of April, 2025, by and between the Tahoe Regional Planning Agency ("TRPA"), P.O. Box 5310, Stateline, NV, 89449, and the Tahoe Transportation District ("the Recipient"), P.O. Box 499, Zephyr Cove, NV 89449.

The following recitals are a substantive part of this Agreement:

A. The Tahoe Regional Planning Agency (TRPA) is the designated California Regional Transportation Planning Agency (RTPA) for the Lake Tahoe Basin as defined in Section 13987(j) of the California Government Code.

B. TRPA as the RTPA for portions of El Dorado and Placer County is tasked by the California State Transportation Agency (CalSTA) with administering the SB 125 funds to the eligible transit agencies as defined by CalSTA SB125 Guidelines.

C. The State of California through CalSTA has provided grant funds (the "Funds") to TRPA in the form of one-time funding for transit capital, operating, and planning projects through the Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZECTP) authorized under Senate Bill 125.

D. TRPA intends to enter into this Agreement for the Recipient's administration and expenditure of the Funds, and execution of this Agreement is a pre-condition of the Recipient's receipt of the Funds.

E. In connection with the expenditure of the Funds, TRPA has no obligations or liabilities to any person or entity that is not a party to this Agreement, notwithstanding that TRPA may have concurred in or approved a solicitation, subagreement, lease, or third-party contract.

Section 1. General

A. **Recipient's Capacity.** The Recipient agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the expenditure of the Funds; (b) carry out the appropriate expenditure of the Funds, and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the expenditure of the Funds. TRPA agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to comply with the terms of this Agreement and the SB125 TIRCP/ZETCP Grant guidelines.

B. **Scope of Work.** The Recipient agrees to carry out the projects as described in approved Scope of Work attached as Exhibit A (the "Scope of Work") of this contract.

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C. **Effective Date.** The effective date of this Agreement is the date on which it is fully executed by TRPA and Recipient.

D. **SB125 TIRCP/ZETCP Grant Requirements.** The Recipient agrees to comply with all requirements in the State of California and the SB125 TIRCP/ZETCP program including but not limited to all applicable grant guidelines, deadlines, and approved projects by TRPA and CalSTA. All projects in the Allocation Request(s) must be consistent with a short-range transit plan or other publicly adopted plan for transit capital and operating improvements, including the Regional Transportation Plan.

E. **Subrecipient Participation.** Upon written approval by TRPA, the Recipient may delegate certain responsibilities to one or more subrecipients (each a "Subrecipient") and the Subrecipient shall comply with the terms of this Agreement and all applicable laws and regulations. The Recipient shall be ultimately responsible to TRPA for the Subrecipient's compliance with applicable laws and regulations and with this Agreement.

F. **Responsibility to Extend Requirements to Other Entities.**

1. If any entity other than the Recipient is expected to fulfill any responsibilities of the Recipient under this Agreement, the Recipient agrees to use a written document to ensure that such entity carries out such responsibilities.

2. The Recipient agrees to use a written document to ensure that each entity participating in the expenditure of the Funds complies with applicable laws and regulations.

3. Any written document required by this subsection will include all clauses and provisions required by this Agreement as well as federal and state statutes and regulations.

G. **No TRPA Obligations to Third Parties.** In connection with the expenditure of the Funds, the Recipient agrees that TRPA shall not be subject to any obligations or liabilities to any Subrecipient, lessee, third-party contractor, or other person or entity that is not a party to this Agreement. Notwithstanding that TRPA may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, TRPA has no obligations or liabilities to any entity other than the Recipient, including any Subrecipient, lessee, or third-party contractor at any tier.

H. **Standard of Care.** The Recipient expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by TRPA, its Executive Director, or another representative of TRPA is required, it is understood that such approval is conceptual only and does not relieve the Recipient of its responsibility for complying with all laws, codes, industry standards, and its liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Recipient or Subrecipients.

I. **Eligibility for Subgrants and Contracts**. The Recipient will not make any award or permit any award of a subgrant or contract to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in state or federal assistance programs.

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J. **Expectations of projects funded by SB125**. Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Section 2. Budget

TRPA and the Recipient have agreed to the budget reflected in Exhibit A (the "Scope of Work"). The Recipient will incur obligations and make disbursements of the Funds only as authorized in the Scope of Work unless otherwise approved in writing by TRPA. The Scope of Work will specify which type of funds will be provided to a project between TIRCP and ZETCP. All funds received and interest related to the funds will be treated in accordance with the SB125 TIRCP/ZETCP guidelines.

Section 3. Payments

A. TRPA shall provide funds to the Recipient upon:

1. receiving SB125 TICRP/ZETCP Funds from CalSTA, and

2. all projects and associated budgets approved by TRPA and CalSTA via program Allocation Package, and

3. an invoice from the recipient specifying specific project(s) approved in Exhibit A for eligible and allowable project costs. Each invoice will be itemized, identify the project name or number, indicate the balance left on the contract net of the current invoice expenses, include the dates of work performed, and when applicable the percentage of completion for each task.

B. With all above criteria met, TRPA shall make payments to the Recipient within thirty (30) days following the date of receipt of the invoice unless TRPA disputes the amount of the Compensation the Recipient claims it is owed under this Agreement.

C. The Recipient agrees that TRPA's maximum commitment for this Agreement will not exceed the amount designated in Exhibit A. The Recipient agrees that the responsibility of TRPA to make payments under this Agreement is limited to the amount designated in Exhibit A.

D. TRPA is required to provide the Funds to the Recipient only to the extent that the Funds are actually provided to TRPA by the State of California. If the State of California determines that it will not provide TRPA with all or any portion of the Funds, TRPA's obligation to pay the Recipient is null and void as to that amount of the Funds.

E. If the State of California or any other authorized state representative determines that it will not provide TRPA with all or any portion of the Funds or determines that TRPA must return all or any portion of the Funds due to a violation of the State Grant, TRPA shall notify the Recipient of such

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determination and any known reasons for such determination. TRPA shall work with the Recipient to analyze and investigate such determination and shall work with Recipient to challenge such determination if appropriate. If TRPA determines that the Recipient is not entitled to receive any portion of the Funds requested by or paid to the Recipient, TRPA will notify the Recipient in writing, stating its reasons. Within thirty (30) days of written notice to the Recipient that specific amounts are owed to TRPA due to such a determination, the Recipient agrees to remit the owed amounts to TRPA, including applicable interest, penalties, and administrative charges.

F. The Recipient agrees that payment to the Recipient by TRPA for any costs does not constitute a final decision about whether that cost is an eligible and allowable cost under the State Grant and this Agreement. Payment to the Recipient by TRPA does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient acknowledges that a final determination about the eligibility and allowability of any cost will not be complete until the final payment has been made or an audit of the expenditure of Funds has been finished, whichever occurs latest. The Recipient agrees that closeout of this Agreement will not alter the Recipient's responsibility to return any Funds due to TRPA as a result of later refunds, corrections, or other similar transactions, nor will closeout alter the rights of TRPA to recover Funds from the Recipient upon a determination by the State of California or any other authorized state representative that the expenditure of such Funds was unauthorized or improper.

Section 4. Accounting Records

A. **Accounts.** The Recipient agrees to establish and maintain a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified with the expenditure of the Funds. The Recipient agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to this Agreement, except those payrolls, invoices, time records and other documents maintained by TRPA, so that they may be clearly identified, readily accessible, and available to TRPA upon request.

B. **Allowable Costs**. The Recipient agrees to comply with federal and state statutes and regulations to determine the allowability of individual costs, including, but not limited to, SB125 TIRCP/ZETCP guidelines (Exhibit B), State of California fiscal policies, and all subsequent amendments, and each project's approved scope and budget found in Exhibit A.

C. **Documentation of Costs.** The Recipient agrees to document all expenditures of the Funds with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, except those concerning payroll, invoices, time records and other matters documented by TRPA.

Section 5. Reporting

In order to allow TRPA to generate annual reports, invoices and to otherwise comply with the SB125 TIRCP/ZETCP Grant, the Recipient agrees to submit to TRPA all materials required by SB125 TIRCP/ZETCP Grant Guidelines, the State of California statutes or regulations and any other materials that TRPA may

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reasonably request in order to comply with the SB125 TIRCP/ZETCP Grant, including:

A. **Annual Progress Reports.** In addition to any other reports required by the Grant Requirements, Annual performance reports shall be prepared and submitted to TRPA, no later than October 1st each year, for the duration of the Agreement, or until all activities are completed and the Project is formally closed.

B. **Back-Up Data.** The Recipient shall submit to TRPA all back-up data relating to eligible and allowable costs, such as record of contract payments, receipts, payrolls, general ledger statements, detailed interest calculation information, detailed inventory records, and such other documents and information as TRPA determines is required by the SB125 TIRCP/ZETCP funding program.

C. **Final Report & Project Closeout.** When the project is complete the Recipient must notify TRPA by e-mail or letter. A Final Project Report will be due 90 days after project completion. The Recipient must submit a Final Project Report to TRPA comparing actual project performance to projected performance and provide verification of project completion as scoped, such as a photo of the completed project.

Closeout shall occur when TRPA notifies the Recipient that TRPA has closed this Agreement. The Recipient agrees that closeout by TRPA does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from TRPA. All payments made to the Recipient shall be subject to review for compliance by TRPA with the requirements of this Agreement and shall be subject to an audit upon the full expenditure of the Funds.

D. **Monthly Ridership Data**. The Recipient shall submit to TRPA through the LT Info transit portal monthly transit ridership data for each mode of transit the recipient (and any sub-recipient) operates. The ridership data should be consistent with FTA National Transit Database data submitted (if applicable) and should cover the time period starting July 1, 2022 through at least June 30 2029.

E. **Projects receiving ZETCP-GGRF capital funds**. Additional reporting requirements apply to projects receiving ZETCP-GGRF funds. Recipients must document meaningful community benefits from the GGRF investment in accordance with Attachment 1 & 2 of the SB125 TIRCP/ZETCP Guidelines.

F. **Changes in Performance**. The Recipient agrees to notify TRPA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Recipient's ability to expend the Funds. The Recipient agrees to notify TRPA immediately, in writing, of any current or prospective dispute, breach, default, or litigation that may adversely affect TRPA's interests. The Recipient agrees to notify TRPA, in writing, before naming TRPA as a party to any litigation. In addition to the notice otherwise required by this Agreement, the Recipient agrees to provide the notice required by this subsection to TRPA's Office of General Counsel.

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Section 6. Record Retention and Access

A. **Record Retention.** The Recipient agrees to retain all data, documents, reports, records, contracts, and supporting materials relating to the expenditure of the Funds for a minimum of three years after final payment is made unless otherwise dictated by the SB125 TIRCPO/ZETCP guidelines.

B. **Access to Records of Recipients.** The Recipient agrees to permit TRPA or its authorized representatives, upon request, to inspect all work, materials, payrolls, and other data and to audit the books, records, and accounts of the Recipient pertaining to the expenditure of the Funds.

C. **Effect of Closeout.** The Recipient agrees that the closeout of this Agreement does not alter the record retention and access requirements of this Agreement.

Section 7. Timely Progress and Termination

A. The Recipient shall make diligent and reasonable progress expending the Funds pursuant to the Schedule. If the Recipient fails to expend the funds pursuant to the Scope of Work, TRPA may review the status of the expenditure of the Funds to determine whether the Funds should be reallocated to another eligible entity. The Recipient understands and agrees that failure to make diligent and reasonable progress expending the Funds pursuant to the Scope of Work shall provide sufficient grounds for TRPA to terminate this Agreement.

B. The Recipient agrees that upon written notice, TRPA may suspend or terminate all or a portion of the funding assistance to be provided pursuant to this Agreement if the Recipient has violated the terms of this Agreement and has failed to timely cure such violation after receiving written notice of the violation from TRPA.

C. Termination of all or a portion of the funding assistance to be provided pursuant to this Agreement will not invalidate obligations properly incurred by the Recipient before the recipient receives written notice of such termination, to the extent those obligations cannot be canceled.

Section 8. Certifications & Assurances.

A. The Recipient agrees to sign and comply with the current SB125 TIRCP/ZETCP Guidelines (Exhibit B).

Section 9. Disputes and Venue

A. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.

B. **Dispute Resolution Process.** In the event that a dispute arises between TRPA and the Recipient during the term of this Agreement, Recipient shall continue to perform unless TRPA informs Recipient in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

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1. **Review by TRPA's Project Manager and Staff**. The Recipient shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to TRPA's Project Manager. The Project Manager and other appropriate TRPA staff will review the documentation in a timely manner and respond to the Recipient within twenty (20) days.

2. **Review by TRPA's Executive Director**. Upon receipt of an adverse decision by TRPA's Project Manager, the Recipient may submit a request for reconsideration to TRPA's Executive Director. The request for reconsideration must be received within ten (10) business days from the postmark date of the reply from TRPA. The Executive Director will respond to the request for reconsideration within ten (10) business days. The decision of the Executive Director will be in writing.

3. **Mediation**. Upon receipt of an adverse decision by TRPA's Executive Director, the Recipient may send written notice to TRPA of its intent to initiate mediation. TRPA and the Recipient shall mutually agree upon a mediator who shall mediate the dispute in accordance with procedures mutually-agreeable to all parties, of if unable to agree on a mediator or upon mediation procedures, then subject to the Commercial Mediation Rules of the American Arbitration Association then in effect. Such mediation shall commence within thirty (30) days after the written notice to mediate. The costs and reasonable attorney's fees shall be shared as determined by the mediator.

C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the United States District Court – Eastern District of California court. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

Section 10. Project Manager

The Recipient has assigned George Fink as the project manager for this Agreement. Project manager continuity and experience is deemed essential in the Recipient's ability to expend the Funds in accordance with the terms of this Agreement. The Recipient shall not change the Project Manager without notice to TRPA.

Section 11. Relationship of Parties

For purposes of this Agreement, the relationship of TRPA and the Recipient is that of independent entities and not as agents of each other or as joint venturers or partners. TRPA and the Recipient shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

Section 12. Severability and Integration

If any provision of this Agreement is determined invalid, it shall be deemed stricken and the remainder of this

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Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between the Recipient and TRPA with respect to the subject matter herein, and supersedes any previous understandings, representations, commitments, or agreements, oral or written.

Section 13. Non-Discrimination Policy

During the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, political belief, marital status, age, national origin, sex, or handicap. The Recipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, marital status, religion, political belief, age, national origin, sex, or any handicap not limiting the ability of the person to perform the job contemplated. 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 of training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60). The Recipient agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity Clause.

Section 14. Modification and Amendment

A. SB125 TIRCP/ZETCP funds are one-time funds allocated by CalSTA. New projects may be added to this agreement through a written modification process to Exhibit A signed by both parties. Existing projects that require modifications shall not be binding unless executed in writing by both parties and approved by CalSTA.

B. This Agreement may not be modified or amended except in writing, signed by TRPA and the Recipient.

Section 15. Notice

Any notice or instrument required to be given or delivered pursuant to this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

Tahoe Regional Planning Agency
P.O. Box 5310
Stateline, NV 89449
Attn: Kira Richardson, Senior Planner

Recipient: Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448
Attn: George Fink

and shall be effective upon receipt thereof.

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Section 16. Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Signed by:
Julie W. Regan
706C6E299F81438...

Julie W. Regan
Tahoe Regional Planning Agency
Executive Director

Jim Marino
Digitally signed by Jim Marino
DN: C=US, E=jmarino@tahoetransportation.org, O=Tahoe Transportation District, OU="Capital Program ", CN=Jim Marino
Date: 2025.03.26 15:28:59-07'00'

James Marino
Tahoe Transportation District
District Manager

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EXHIBIT A
SCOPE OF WORK

Recipient: **Tahoe Transportation District**

Approved Project Scope of Work:

Project 1 - Maintenance Facility Upgrades: FY 23-24 -$1,250,000 - This project proposes to make improvements to an existing maintenance facility that is leased by TTD from the City of South Lake Tahoe. The improvements are to improve efficiency and reliability of certain elements including improvements for staffing and administration. Improvements proposed consist of new restroom(s), safety upgrades, drainage and site upgrades, bus wash facility improvements, EV charging, administrative offices improvements, ADA improvements.

Project 2 – EV Infrastructure: $839,248 - This project proposes to design, purchase, and construct EV charging infrastructure to support micro transit fleet and vehicles regardless of provider on the South Shore of Lake Tahoe. The project proposes several chargers at the existing maintenance facility as well as working with partnering providers, the City of South Lake Tahoe, and El Dorado County to identify locations in which charging facilities can be installed to support the micro transit program.

Project 3 - Operations Support: FY23-24 - $1,148,135 - Support transit operations in the South Shore, including fixed route transit and microtransit operations. This funding will allow TTD to continue existing transit operations and prevent service cuts. Per the intent of SB125, this will act as a multiyear bridge funding for TTD to address operational costs while long-term transit sustainability solutions are identified. TTD's fixed route service functions in conjunction with the Lake Link microtransit service operated by the South Shore Transportation Management Association. Funds may also support Lake Link in serving as first-mile and last-mile transportation.

Approved Project Budgets:

Funding Source	TIRCP		ZETCP (PTA)		ZETCP (GGRF)		TOTAL FY23-24
	FY 23-24	Future*	FY 23-24	Future*	FY 23-24	Future*	
Project 1	$1,250,000	$300,000					**$1,250,000**
Project 2	$ 839,248					$669,710	**$ 839,248**
Project 3	$1,148,135	$2,998,865					**$1,148,135**
			Total authorized by this agreement:				**$3,237,383**

*Funds not yet approved for drawdown

Schedule:
Projects must show reasonable progress to remain active. All funds must be expended by December 31, 2029.

Note: Any modifications to the project scope or budgets require approval by TRPA and CalSTA prior to expenditure of funds.

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BUDGET ACT OF 2024
SB 125 FORMULA-BASED TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM & ZERO EMISSION TRANSIT CAPITAL PROGRAM

FINAL GUIDELINES

January 10, 2025

CalSTA
CALIFORNIA STATE TRANSPORTATION AGENCY

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SB125 FINAL GUIDELINES – FORMULAIC FUNDING

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1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4,000,000,000 of General Fund to the TIRCP over the next two fiscal years as well as $910,000,000 of GGRF funding and $190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP).

Further, AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget of Act of 2024 to make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. For the TIRCP, $2,000,000,000 of General Fund and GGRF funding was made available for the 2023–24 fiscal year, $1,000,000,000 of General Fund and GGRF funding is made available for the 2024–25 fiscal year, and $1,000,000,000 of General Fund and GGRF funding is made available for the 2025–26 fiscal year. For the ZETCP, $190,000,000 of PTA funding was made available for the 2023-24 fiscal year, $220,000,000 of GGRF funding is made available for the 2024-25 fiscal year, $0 is made available for the 2025-26 fiscal year, $230,000,000 of GGRF funding is made available for the 2026-27 fiscal year, and $460,000,000 of GGRF funding is made available for the 2027-28 fiscal year. These guidelines are specifically developed to facilitate the award of these funds to projects in an expeditious manner.

These guidelines include elements of the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP last updated for Cycle 6 (which delivered its last tranche of funding for project awards in July 2023) but are unique to this particular cycle of TIRCP funding. In allowing the funds covered by these guidelines to be available for operating costs, the guidelines are also required to be aligned with the legislative intent described in subdivision (d) of Section 75226 of, and subdivision (f) of Section 75260, of the Public Resources Code. They will be further informed by input received through workshops, public comments and written responses to be received by December 30, 2024.

SB 125 provided additional direction with regards to the funding appropriated in the Budget Act of 2023 and amended in the Budget Act of 2024. It created specific categories for funding as follows:

A) $3,995,000,000 over three fiscal years shall be distributed pursuant to a population-based formula to regional transportation planning agencies (RTPA) as defined in Section 7 of these guidelines. The bill authorizes RTPAs to use the moneys for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership for operators within the RTPAs jurisdiction, subject to compliance with requirements and further detail described in Section 6 of these guidelines.

   $1,100,000,000 over five fiscal years shall be for the establishment of the Zero-Emission Transit Capital Program (ZETCP) and requires funds under the program to be allocated to RTPAs

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pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs, as specified (the formula described is consistent with the current State Transit Assistance formula). The bill authorizes RTPAs to use the moneys for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements described in Section 6 of these guidelines, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

2 Objectives

The TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550. Each RTPA will need to provide information related to its projects sufficient to determine the nature of priority population benefits; however, there is no minimum requirement that each project or RTPA needs to meet for the projects submitted.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

Further, as outlined in SB 125, which amended the Budget Act of 2023, and affirmed in the Budget Act of 2024, it is the intent of the Legislature to:

(1) provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified

(2) assist transit operators in preventing service cuts and increasing ridership

(3) prioritize the availability of transit for riders who are transit dependent

(4) prioritize transit agencies representing a significant percentage of the region's ridership

To that end, SB 125 specifies that the moneys appropriated in the Budget Act of 2023 may be used for high-priority transit capital projects within the project eligibility categories allowed under TIRCP in Cycle 6, and also for transit operating expenses for operators within the RTPAs jurisdiction. Further detail on the definition of transit operator is included in Section 3.

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3 Eligible Recipients and Funding Distribution

The first year of funding for TIRCP and the first and second year of funding for ZETCP has already been distributed to all approved projects, with a number of disbursements pending approval. The second year of funding for TIRCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2030. Once received by the RTPA there is no deadline for the expenditure of funds.

TIRCP funding will be allocated in both FY24-25 and FY25-26 to RTPAs according to a population-based formula after each recipient first receives $300,000 of base funding split evenly across both years.

The remaining ZETCP funding will be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs. This formula matches the approach used to calculate State Transit Assistance distribution.

Eligible recipients of funding are the RTPAs, as defined in Section 13987(j) of the Government Code. The current eligible recipients based on that definition and initial fund estimates by expected recipient can be found in attachment 4 of these guidelines.

Funding distributions will be only made to the recipients found in attachment 4, utilizing fund transfer instructions confirmed with CalSTA by the RTPA prior to transfer, which may in turn make funding available to public agencies in their jurisdiction. RTPAs have the discretion to suballocate or distribute funds within their region based on local needs, existing procedures, policies or priorities, as long as required SB 125 program requirements and goals are met, including addressing how operating needs are expected to be met with SB 125 and/or other resources. SB125 funds may be applied to expenses for approved projects, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement.

For TIRCP and ZETCP capital projects, the RTPAs may distribute funding to public agencies eligible to receive TIRCP capital funding, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute. Please note that within such capital projects, with the exception of projects that are in the federal pipeline for major projects project development, the projects funded must result in construction being completed, as is required under traditional TIRCP funding.

For any spending on transit operations to prevent service reduction or elimination in order to maintain or increase ridership, or to otherwise increase ridership, the RTPAs may distribute funding to transit operators in their jurisdiction that are eligible to receive State Transit Assistance (STA) funding through Section 99314 at the time of distribution by the RTPA. Please note that preventing service reduction and elimination includes the broad variety of expenses required to provide service, including those related to ensuring safety and state of good repair of the vehicles and infrastructure.

RTPAs may also be the sponsor of capital and operating projects and may partner on projects with the agencies eligible to receive funding (such as doing a planning effort tied to making the underlying project more beneficial in a regional context upon implementation).

RTPAs must deposit funds into one or more dedicated bank accounts or custody accounts. Permitted investments include bank demand deposits consistent with California government code, government money market funds, U.S. Treasuries, U.S. Agency securities, California Local Agency Investment Fund (LAIF), and AAA public agency pools, to the extent permitted by RTPA policy and state statute. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated

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to SB 125 funds. Funds will be disbursed separately from each fund source supporting SB 125 (General Fund and GGRF for TIRCP; PTA and GGRF for ZETCP) and identified as such when disbursed. RTPAs are responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when an agency submits its required Annual Report, as described in Section 9. When the recipient agency submits its Annual Report, they are required to submit a copy of their most recent bank statement. The additional spending made possible by interest or investment earnings shall be approved through submitting an Updated Program Allocation Request to CalSTA, which will approve such spending based on review of project eligibility.

RTPAs, transit operators and other public agencies expending SB 125 formula funding assume responsibility and accountability for the use and expenditure of allocated funds in accordance with these guidelines and applicable statutes. These agencies must also comply with all relevant federal and state laws, regulations, policies, and procedures.

4 Schedule

Comments on Draft 2024 Guidelines Due	December 30, 2024
CalSTA Publishes Final 2024 SB 125 Guidelines	January 10, 2025
Updated Program Allocation Summary and First Annual Report Due	February 28, 2025
Requested Funding Will be Allocated No Later Than	April 30, 2025
Next Annual Report Due	October 31, 2025
**Comments and requests for meetings can be submitted to: SB125transit@calsta.ca.gov*	

5 Eligible Projects

TIRCP Funding ($3.995 billion)

In order to be eligible for TIRCP capital project funding under this program, a capital project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the relevant sections of the ZETCP Quantification Methodology. It must also demonstrate an increase in ridership.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments,

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efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.

3. Rail, bus, and ferry integration implementation, including:
    a. integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
    b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
    c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment, such as transit route and schedule integration (or coordination)
    d. other multimodal and service integration initiatives, including active transportation and other access investments which increase transit and rail ridership and reduce greenhouse gas emissions
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transit services operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhanced service.

Grade separations and grade crossing improvements on passenger rail corridors or related to transit projects are eligible, as they are under the discretionary TIRCP. In addition to providing safety benefits, these projects often provide certain roadway based (and sometimes rail related) greenhouse gas emission reductions and a small increase in ridership (tied to reductions in train delays and cancellations tied to incidents at the crossing, and sometimes speed increases that occur after crossings are improved or eliminated). In some cases, ridership increases from such projects are more significant if they are necessary to increase train frequency.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor.

Projects that link housing with key destinations and that improve accessibility to economic opportunities are also eligible for TIRCP funding.

Demonstration projects that are smaller-scale efforts with great potential to be expanded are eligible for funding. Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership. Research, development, and testing of emerging technologies are eligible components. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

Many TIRCP applicants have met the requirements for reducing greenhouse gas emissions and increasing ridership through combining related capital investments that may individually address only one or the other benefit. Many TIRCP applicants have also augmented their chosen capital projects with key network integration planning studies that consider how to enhance the benefits of their projects (in connecting to other transit and rail systems), or planning efforts that consider a later phase of capital investment and the benefits it will bring to the current proposed project when constructed at a later date.

Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for new projects, either to complete project funding or to expand project scope; SB 125 funding will be counted as matching funds

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in future TIRCP discretionary grant applications.

Additionally, RTPAs may suballocate funds to agencies in their jurisdiction so agencies may use this funding to support projects that have previously received a TIRCP award and require an additional infusion of resources to deliver the original scope. RTPAs may also allocate funding to any project awarded funds in Cycle 6 that pledged to use future TIRCP formula funds as match, in accordance with the direction provided in the Cycle 6 guidelines. RTPAs may assume that any funding from these SB 125 resources will help obtain or maintain funds from federal, state and local sources already committed to the projects, and document this benefit for their own projects, and require such documentation of benefits from project sponsors for other projects, in their Allocation Package submissions. Agencies shall state which project is seeking additional funds, identifying the Cycle 1 through 7 project, and whether the funding is needed for the full project scope or for a subcomponent.

RTPAs may suballocate funds to agencies in their jurisdiction so agencies may also use this funding for project development activities, similar to the "Major Projects Project Development Reserve" that was established in the Cycle 6 guidelines, including use of additional funding for projects that received funding for such projects in the Cycle 6 awards. While projects and programs of projects do not need to be ready for construction, agencies should identify how their project or program of projects will be eligible to apply for TIRCP construction funding in the future and what specific federal, state and other funding programs they are planning to utilize for construction funding. As in Cycle 6, such projects must either be pursuing Capital Investment Grant funding through the Federal Transit Administration (FTA) or be part of the pursuit of Federal Railroad Administration funding through the Corridor Identification Program. Projects not pursuing federal funds for construction from FTA or planning to pursue FRA capital funding for construction through one of the Bipartisan Infrastructure Law programs are not eligible. Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for project development; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications.

RTPAs that are themselves the capital project sponsor may also utilize funds for their own projects. RTPAs are also authorized to use TIRCP moneys, subject to compliance with requirements described in Section 6 of these guidelines, to fund transit operating expenses within its jurisdiction that prevent service cuts and increase ridership, including those related to increasing service up to, or above, pre-pandemic service levels, ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning expenses related to implementation of ridership recovery and retention strategies are also eligible as operating projects, whether at the RTPA or STA-eligible transit operator level. RTPAs that are themselves the operator of transit services may also utilize funds for their own operations. Service planning necessary to experiment with, demonstrate or implement significant service modifications may be funded as an operating expenditure at either the RTPA or transit operator level.

ZETCP Funding ($1.1 billion)

Pursuant to SB 125, zero-emission transit equipment, transit facility and network improvement projects such as those that support replacing aging vehicle fleets with Zero-Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, and projects that expand or modernize zero-emission transit networks, are eligible projects for the Zero-Emission Transit Capital Program (ZETCP). ZEVs include heavy- and light-rail vehicles, buses, and other ZEVs used for transit service. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

GGRF funds used on these projects (100% of years 2-5) will require submission of information described in the ZETCP Quantification Methodology, as expending GGRF funds requires benefits reporting. They also require compliance with the CARB Funding Guidelines applicable to all GGRF funding, including annual benefits reporting and identification of benefits to priority populations.

ZETCP funding may also be used for transit operations expenditures that prevent service reduction or elimination or that increase service up to, or above, pre-pandemic service levels in order to maintain or

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increase transit ridership, in accordance with the provisions described in Section 6 of these guidelines, including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning efforts necessary to implement one or more of the Innovative Clean Transit Plan efforts within the region, and planning expenses related to implementation of ridership recovery and retention strategies, may be programmed as an operating expense out of the PTA portion of funds disbursed to each RTPA, but must be requested in an Allocation Package submission covering the FY23-24 funding year.

A maximum of 1% of total multi-year SB 125 funding, or $5 million, whichever is lower, may be programmed by the RTPA for RTPA administration of SB 125 funding across both the TIRCP and ZETCP, and for planning expenses related to preparing and implementing the initial short-term financial plan, updates to the short-term financial plan, and the long-term financial plan, including planning expenses related to implementation of ridership recovery and retention strategies. If less than $25,000 would be available under this formula, a maximum of $25,000 shall be available to such RTPAs for RTPA administration and planning expenses. As the RTPAs are tasked with developing the regional long-term financial plan for their jurisdictions, there is no requirement to program and suballocate funds to transit operators for this purpose, although they may do so at their discretion. The RTPAs can procure professional services or use their own staff to gather the reports, data and relevant information needed to develop the regional long-term financial plan required by SB 125. This request must be made in the Allocation Package submissions covering FY 23-24 funding from the ZETCP, which was originally due on December 31, 2023, as an operating project associated with the RTPA, as most funding will be drawn from the Public Transportation Account resources only available in that year. If included in the submission originally due on December 31, 2023, funds may be applied to expenses incurred at any point in the RTPAs FY23-24 fiscal year, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement. Very small RTPAs may be directed by CalSTA to program the balance of funding from 1st year General Fund resources available under TIRCP if there are insufficient PTA funds available to meet their requested administrative funding amount. Small RTPAs are encouraged to combine planning efforts if feasible. Should RTPAs be part of project-specific project management, resources required for those efforts are to be separately identified as part of the funding requested for each project, as appropriate.

6 Requirements for Funding Allocations

Each RTPA that has not yet submitted an Initial Allocation Package (or that submitted an Initial Allocation Package that excluded the Short Term Financial Plan) please refer to the requirements for funding allocations outlined in the Final SB125 Guidelines dated September 29, 2023. As allocation packages for the first year of funding may be submitted on a rolling basis, agencies that have not yet submitted an Initial Allocation Package, or those that excluded Short Term Financial Plans, may submit this information at any time (subject to the relevant time limitations on funding encumbrance included in the Budget bills for each fiscal year of funding).

In addition, each RTPA that has submitted an initial allocation package but only requested a partial amount of funding, please refer to the requirements for funding allocations starting on page 11 in the Final SB125 Guidelines dated September 29, 2023.

For RTPAs seeking their second year of TIRCP funding for previously approved projects, please submit the following information by February 28, 2025.

A. **An updated fund request form** with updated fund totals by project and by fiscal year and source of funding. Previously submitted allocation Packages are expected to be updated for future years should there be any change in funding availability or projects selected for funding distribution. They also are expected to be updated to reflect any changes in the specific fund sources and years of funding assigned to specific projects. Before additional funding is disbursed, agencies must submit an updated fund request form that identifies the projects and fund source by fiscal year.

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The updated fund request form should also identify any interest earned on SB125 funding and the how this earned interest amount is proposed to be spent. If an RTPA is proposing to spend earned interest on a previously approved project, this amount can be added and identified in the updated fund request form. If an RTPA is proposing to spend earned interest on a new project, agencies must submit the required information for new projects following the guidance in the Final SB125 Guidelines dated September 29, 2023. Agencies may submit for review and approval proposals to spend (or other investment income earned)on a rolling basis. Allocation packages and their updates will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

B. **A completed annual report template (available on the CalSTA program page for the SB125 Transit Program).** At a minimum, agencies should report on the following:

   a. Proof that funds received have been deposited into a dedicated bank account or subaccount and is tracked by the three fund sources (TIRCP; ZETCP GGRF and ZETCP PTA).

   b. Amount of interest earned (or other investment income earned) on each fund source separately.

   c. Progress made toward implementation of the projects and operating expenditures and should include expenditures to date and total amount remaining per project.

   d. Estimated greenhouse gas benefits and jobs co-benefits as modeled in the CARB modeling tools.

   e. How much funding is to be used for operating costs, if any.

   f. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.

   g. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.

   h. The total costs and the source of funding for vehicles and equipment purchased using these funds.

C. Transit Operations Funding

If an agency is using funding for transit operations for one or more of the STA- eligible transit operators in its jurisdiction, it shall resubmit the following information for each operator covered by its request.

1. Name of Transit Operator
2. 2023-24 Ridership for the Operator and Operator's Percent of Region's Total Ridership
   a. Amount of service being paid for by the additional SB125 funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). Costs involved in maintaining current operations may include those necessary for ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting. In some regions, a different STA-eligible operator may be better able to implement increased or restored service levels than the original operator. This flexibility is allowed and should be noted.
   b. Identification of operating expenses invested in increased safety and security measures.

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c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules.

d. Identification of benefits to transit dependent riders of activities funded by the request.

Each RTPA that has not yet submitted an Initial Allocation Package may submit a request for the first two years of funding concurrently. Approval will be dependent on meeting all of the requirements for Initial Allocation Packages outlined in the Final SB125 Guidelines dated September 29, 2023 as well as the requirements outlined in Section 6A through 6C of these Guidelines.

Technical assistance in addressing the required contents of the Initial Allocation Package and any future updates may be requested by emailing the SB 125 e-mail address at SB125transit@calsta.ca.gov. Assistance may be provided by CalSTA, Caltrans or CARB, depending on the nature of the specific question.

Agencies are reminded that they may submit updates to allocation packages on a rolling basis that CalSTA anticipates reviewing on a 30- to 60-day timeline for approval of additional allocations of funding, up to the limit available for the RTPA at the relevant point in the program.

RTPAs are also required to make publicly available (i.e., posted online) a summary of monthly ridership data, consistent with the data submitted to the FTA's NTD, from all its transit operators and should cover the time period starting on July 1, 2022, through at least June 30, 2029. The monthly reports should include ridership data for each mode of public transportation service that the agency operates. This information will provide the public with monthly trends in ridership and service supplied throughout the year, and also allow for a comparison of ridership recovery compared to this same time last year.

Caltrans will provide all RTPAs with a summary report each month that meets the requirements of this statutory provision, drawn from the data reported to the National Transit Database. The data will be drawn from the NTD at: Complete Monthly Ridership (with adjustments and estimates) | FTA (dot.gov). RTPAs are required to post a link to this report and data in a manner easily accessed by the public, so that ridership trends within their region can be easily reviewed, in order to receive approval for their allocation packages. For RTPAs with transit operators who do not report monthly data to the NTD, Caltrans will include the most recent annual ridership numbers provided to the NTD. RTPAs may publish additional ridership data for agencies that do not report monthly to the NTD at their discretion, in order to allow public understanding of the changes in ridership experienced over the SB 125 funding time period.

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in the 2026-27 fiscal year and beyond. *This plan will be analyzed and reviewed for completeness.*

Each long-term financial plan shall include, but is not limited to:

I. Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.

II. A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and

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the progress and improvements implemented since the last submitted regional short-term financial plan.

Technical assistance as it relates to the development of long-term financial plans may be offered from CalSTA and/or Caltrans. RTPAs are expected to utilize existing plans and documents that address the requirements of the long-term financial plan where possible, including the use of supplemental materials or addenda that address the long-term plan requirements and reference back to their existing plans as applicable. CalSTA analysis and review for completeness will only extend to content required by the provision of SB 125. Additional guidance will be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125.

7 Approval and Programming

Once an agency's updated information is received, along with verification that monthly ridership data as required by statute is available on each regional agency's website, CalSTA will review and analyze the submitted documents for completeness and for project eligibility (if any new projects are being proposed) with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding. If all projects are eligible and the documentation is complete, CalSTA will notify the RTPA that its package is approved, publish the information on its SB125 Transit Formula Program subject area page, and authorize disbursement of applied-for funds to the RTPA. If a submission is incomplete, RTPAs will be promptly notified and allowed to address areas of incompleteness. If any projects are found to be ineligible, RTPAs will be provided an opportunity to choose between ether remedying the ineligible project (or replacing it with another) prior to having the entire package approved, or advancing all projects that are eligible and addressing the ineligible project in a future Updated Allocation Package. CalSTA will maintain a Program Allocation Report that will incorporate all approved projects (both capital and operating) that will be updated in any quarter during which additional approvals of Initial Allocation Packages or Updated Allocation Packages have been made.

Agencies are not required to fully apply for all available funding at the time of Initial Allocation Package submission. Unrequested monies, or the request to program interest earned on deposited funds that have not yet been disbursed to implementing agencies, may be requested in a future Updated Allocation Package. If an agency chooses to request previously unrequested funding or reprioritize funding between projects (including the addition or deletion of a project from their approved project list), an Updated Allocation Package shall be submitted for approval, including a Summary of Changes section immediately after the cover letter authorizing submission, and any updates to the project information in the document relative to the request. Such documents will be reviewed and analyzed upon receipt for completeness and project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding, with the approved changes included in the quarterly updates to the Program Allocation Report. Notification will be provided to each submitting agency within 30 to 60 days of submission of an Updated Allocation Package regardless of whether the next quarterly Program Allocation Plan has been published.

8 Project Delivery and Reporting

To the extent that recipients specify existing TIRCP projects that already have competitive TIRCP funding awards, CalSTA and Caltrans will work with each project sponsor to update project program supplements to reflect the use of these supplemental resources on the project under its delegated authority from CalSTA. The first year of funding for TIRCP and the first and second year of funding for ZETCP has already been distributed to all approved projects, with a number of disbursements pending approval. The second year of funding for TIRCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2029. Once received by the RTPA there is no deadline for the expenditure of funds. Agencies may spend SB 125 funds in any order relative to other state, federal and local funds.

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As previously noted, as a condition of ongoing disbursement of requested SB 125 funds, the RTPAs must submit to CalSTA an Annual Report documenting the activities and progress made toward implementation of the projects and operating expenditures, which includes total SB 125 expenditures to date and total amount remaining.
Recordkeeping and reporting requirements will apply through the life of the projects.

As previously noted, recipients must deposit funds into a dedicated bank account that will hold only SB 125 funds. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. These funds must also be spent on eligible projects and will be accounted for when an agency submits its required Annual Report.

A reporting template will be distributed prior to the first annual report being due by February 28, 2025 and will cover the requirements outlined in Section 6A through 6C of these Guidelines. The first report should cover the period of project approval through December 31, 2024.

A final delivery report for completed capital projects may also be required, to provide notification of the completion of the project and confirmation of its placement into service. Additional guidance may be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125, and may include the development and distribution of a final delivery report template in the future.

Consistent with CARB's Funding Guidelines, local agencies are required to report on job co-benefits, in addition to all other reporting requirements, for funding associated with the ZETCP. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of the Allocation Package submission for the ZETCP, agencies are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the annual reporting process. Note that these requirements are only for the ZETCP and are not necessary for the SB 125 TIRCP funding. Projects accessing funding from the ZETCP may also be required to submit reporting information related to greenhouse gas reductions and priority population benefits in accordance with the CARB's Funding Guidelines (see Attachment 1).

Implementing agencies should note that additional Project Outcome Reporting may be required for TIRCP or ZETCP capital projects. Caltrans may provide assistance through Cal-ITP on scheduling, real-time information and payments to streamline reporting requirements.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of SB125 projects to evaluate the performance of the project, or compliance with state and federal laws and regulations, contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the Allocation Package. A report on the projects audited must be submitted by the auditing agency to CalSTA.

In addition, agencies that receive ZETCP funding under this program shall submit a report to CalSTA, no later than February 28th, 2025, and annually by October 31st of subsequent years. The second report should cover the period of January 1, 2025, through June 30, 2025. Subsequent annual reports should cover the period of July 1st through June 30th. Annual reports must include the following information:

a. How much funding is to be used for operating costs, if any.

b. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.

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c. The number, type, date, Open Charge Point Interface (OCPI) data, and location of electric charging stations or hydrogen fueling stations purchased and installed, if any.

d. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.

e. The total costs and the source of funding for vehicles and equipment purchased using these funds.

Additional guidance related to the ZETCP annual report will be provided at least six months before its required submission.

9 Project Administration

Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by CalSTA and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

If a short-term financial plan does not meet the content and completeness requirements outlined in section 6, or if specific projects described do not meet eligibility requirements, agencies will have an opportunity to remedy their plan and receive access to the funding after the requirements are met.

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the disbursement of funds if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the recipient which affects performance of this funding, or any other grant agreement or contract entered into with the State. If funding disbursement is terminated, or project approval revoked, the Agency may be required to fully or partially repay funds from the TIRCP or ZETCP.

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Attachment 1: CCI Funding Guidelines for Administering Agencies

(applies to ZETCP Recipients Using GGRF Funds)

Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in AB 398 and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "priority populations"), among other statutory requirements.

CARB collaborates with agencies that administer California Climate Investments programs to develop individual targets for each program to drive investments that achieve direct and meaningful benefits to priority populations and help ensure that statutory requirements are met, which are described in AB 1550.

Additional information can be found at the following CARB websites:

https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies

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Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology

CCI Quantification and Reporting Materials
(applies to all agencies receiving SB125 funds)

Administering agencies using ZETCP GGRF funding for capital expenditures must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables (BCTs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the TIRCP QM and associated Calculator Tool to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

The TIRCP Calculator Tool will be used for most ZETCP capital projects, and also for developing quantification estimates for new TIRCP capital projects using SB 125 funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects

- ROG emission reductions (lbs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings ($), and
- Energy and fuel cost savings ($).

While many ZETCP and TIRCP projects will use the TIRCP calculator tool, there are some project types that may not be covered by a single tool. CARB staff have developed the ZETCP QM by compiling the calculator tools from TIRCP, LCTOP, the Affordable Housing and Sustainable Communities (AHSC) program, the Low-Income Weatherization Program (LIWP), and the Low Carbon Fuel Production (LCFP) Program. The LIWP calculator can be used to calculate the benefits from solar panel and microgrid installations. The LCFP calculator can be used to calculate the benefits from alternative fuel generation in either a new facility or an expanded, existing facility.

All CARB co-benefit assessment methodologies are available at:
https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP, and are expected to also be used to report on outcomes for ZETCP GGRF-funded projects. Additional quantification tools will be

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identified by CARB for ZETCP project types that are not covered by current quantification tools, generally utilizing select tools used by existing GGRF programs.

Additional information can be found at the following CARB website:
https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials

Co-benefit Assessment Methodology

California Climate Investments support the State's climate change goals and provide many additional benefits to individuals, households, businesses, and communities. These "co-benefits" include social, economic, and environmental benefits. CARB provides guidance on quantification methods and reporting to administering agencies. CARB contracted with the University of California, Berkeley (UC Berkeley) to help research and develop methods for evaluating project co-benefits. Guidance on using the co-benefit assessment methodologies is contained in CARB's Funding Guidelines.

The co-benefits were prioritized based on administering agency input and broad applicability to California Climate Investments programs. UC Berkeley first reviewed the scientific data to determine if methods could be developed and summarized the findings in literature reviews. Next, UC Berkeley and CARB developed Co-benefit Assessment Methodologies where feasible. CARB solicited public comment on draft versions in Spring 2018 prior to posting final Co-benefit Assessment Methodologies. CARB may review and update assessment methodologies periodically based on new or evolving project types; new legislation; available resources; new scientific developments or tools, or modifications in the analytical tools or approaches upon which the methodologies were based; or input from administering agencies or the public.

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.

https://ww2.arb.ca.gov/resources/documents/cci-methodologies

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Attachment 3: Benefit Criteria Tables

(applies to ZETCP Recipients Using GGRF Funds)

CCI Benefit Criteria Tables

ZETCP will use the Sustainable Transportation Benefit Criteria Table developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as "priority populations".

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:
Step 1: Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household.
Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household.
Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimum.

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Attachment 4: Eligible Recipients and Fund Estimates

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A	B				E			F	G
RTPA	Year 1 TIRCP FY 23-24 (mix of GF and GGRF)	Year 2 TIRCP FY 24-25 (mix of GF and GGRF	Year 3 TIRCP FY 25-26 (mix of GF and GGRF	Year 1 ZETCP FY 23-24 (100% PTA)	Year 2 ZETCP FY24-25 (100% GGRF)	Year 3 ZETCP FY26-27 (100% GGRF)	Year 4 ZETCP FY27-28 (100% GGRF)	Grand Total (B+C+D+(E*3))	Maximum Admin Share
Metropolitan Transportation Commission	$385,068,697	$193,020,094	193,020,094	$69,361,489	$80,318,030	$83,966,559	$167,933,118	$1,172,688,081	$5,000,000
Alpine County Transportation Commission	$360,641	$180,397	$180,397	$3,123	$3,617	$3,781	$7,562	$739,518	$25,000
Amador County Transportation Commission	$2,336,465	$1,170,803	$1,170,803	$101,094	$117,064	$122,381	$244,762	$5,263,372	$52,634
Butte County Association of Governments	$10,488,545	$5,257,135	$5,257,135	$515,836	$597,320	$624,454	$1,248,908	$23,989,332	$239,893
Calaveras County Local Transportation Commission	$2,576,611	$1,291,180	$1,291,180	$110,536	$127,996	$133,811	$267,622	$5,798,936	$57,989
Colusa County Local Transportation Commission	$1,402,047	$702,415	$702,415	$55,216	$63,937	$66,842	$133,684	$3,126,556	$31,266
Del Norte County Local Transportation Commission	$1,675,501	$839,487	$839,487	$69,395	$80,357	$84,007	$168,014	$3,756,248	$37,562
El Dorado County Local Transportation Commission	$9,085,857	$4,554,021	$4,554,021	$450,323	$521,458	$545,145	$1,090,290	$20,801,114	$208,011
Tahoe Regional Planning Agency	$5,753,283	$2,883,526	$2,883,526	$276,611	$320,305	$334,855	$669,710	$13,121,816	$131,218
Fresno County Council of Governments	$51,406,113	$25,767,575	$25,767,575	$2,895,819	$3,353,250	$3,505,575	$7,011,150	$119,707,056	$1,197,071
Glenn County Local Transportation Commission	$1,752,922	$878,296	$878,295	$77,684	$77,008	$86,778	$173,556	$3,924,539	$39,245
Humboldt County Association of Governments	$7,130,906	$3,574,077	$3,574,077	$382,327	$442,720	$462,831	$925,662	$16,492,599	$164,926
Imperial County Transportation Commission	$9,362,644	$4,692,763	$4,692,763	$476,155	$551,369	$576,416	$1,152,832	$21,504,942	$215,049
Inyo County Local Transportation Commission	$1,259,080	$630,751	$630,751	$46,008	$53,276	$55,696	$111,392	$2,786,953	$27,870
Kern Council of Governments	$46,278,687	$23,197,389	$23,197,389	$2,340,621	$2,710,353	$2,833,473	$5,666,946	$106,224,857	$1,062,249
Kings County Association of Governments	$7,982,701	$4,001,049	$4,001,049	$383,313	$443,862	$464,025	$928,050	$18,204,049	$182,040
Lake County/City Council of Governments	$3,706,510	$1,857,556	$1,857,556	$171,733	$198,860	$207,894	$415,788	$8,415,896	$84,159
Lassen County Local Transportation Commission	$1,829,937	$916,900	$916,900	$76,509	$88,594	$92,619	$185,238	$4,106,697	$41,067
Los Angeles County Metropolitan Transportation Authority	$498,650,905	$249,954,589	$249,954,589	$55,373,970	$64,121,003	$67,033,765	$134,067,530	$1,319,156,350	$5,000,000

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Madera County Local Transportation Commission	$8,254,231	$4,137,158	$4,137,158	$394,272	$456,553	$477,292	$954,584	$18,811,247	$188,112
Mariposa County Local Transportation Commission	$1,161,396	$581,786	$581,786	$42,540	$49,259	$51,497	$102,994	$2,571,257	$25,713
Mendocino Council of Governments	$4,848,229	$2,429,857	$2,429,857	$234,154	$271,142	$283,459	$566,918	$11,063,615	$110,636
Merced County Association of Governments	$14,669,424	$7,352,852	$7,352,852	$722,403	$836,516	$874,515	$1,749,030	$33,557,592	$335,576
Modoc County Local Transportation Commission	$739,160	$370,135	$370,135	$22,862	$26,474	$27,676	$55,352	$1,611,793	$25,000
Mono County Local Transportation Commission	$976,126	$488,917	$488,917	$79,533	$92,096	$96,279	$192,558	$2,414,426	$25,000
Transportation Agency for Monterey County	$22,218,449	$11,136,895	$11,136,895	$1,378,936	$1,596,756	$1,669,291	$3,338,582	$52,475,804	$524,758
Nevada County Local Transportation Commission	$5,416,406	$2,714,662	$2,714,662	$256,982	$297,576	$311,093	$622,186	$12,333,567	$123,336
Orange County Transportation Authority	$160,108,526	$80,256,011	$80,256,011	$10,414,353	$12,059,435	$12,607,247	$25,214,494	$380,916,077	$3,809,161
Placer County Transportation Planning Agency	$16,356,936	$8,198,739	$8,198,739	$880,463	$1,019,543	$1,065,857	$2,131,714	$37,851,991	$378,520
Plumas County Local Transportation Commission	$1,257,263	$629,840	$629,840	$53,042	$61,421	$64,211	$128,422	$2,824,039	$28,240
Riverside County Transportation Commission	$123,382,700	$61,846,734	$61,846,734	$6,871,430	$7,956,860	$8,318,309	$16,636,618	$286,859,385	$2,868,594
Sacramento Area Council of Governments	$100,321,824	$50,287,184	$50,287,184	$6,444,512	$7,462,506	$7,801,498	$15,602,996	$238,207,703	$2,382,077
Council of San Benito County Governments	$3,609,072	$1,808,714	$1,808,714	$161,264	$186,738	$195,221	$390,442	$8,160,164	$81,602
San Bernardino County Transportation Authority	$110,856,746	$55,567,944	$55,567,944	$6,425,010	$7,439,924	$7,777,890	$15,555,780	$259,191,238	$2,591,912
San Diego Association of Governments	$48,212,817	$24,166,896	$24,166,896	$2,864,296	$3,316,748	$3,467,415	$6,934,830	$113,129,897	$1,131,299
San Diego Metropolitan Transit System	$118,515,843	$59,407,162	$59,407,162	$8,000,723	$9,264,540	$9,685,392	$19,370,784	$283,651,605	$2,836,516
San Joaquin Council of Governments	$39,935,609	$20,017,842	$20,017,842	$2,331,741	$2,700,069	$2,822,723	$5,645,446	$93,471,272	$934,713
San Luis Obispo Area Council of Governments	$14,486,636	$7,261,228	$7,261,228	$727,328	$842,219	$880,477	$1,760,954	$33,220,069	$332,201
Santa Barbara County Association of Governments	$22,796,994	$11,426,898	$11,426,898	$1,351,460	$1,564,940	$1,636,030	$3,272,060	$53,475,280	$534,753
Santa Cruz County Transportation Commission	$13,771,188	$6,902,601	$6,902,601	$1,227,995	$1,421,973	$1,486,567	$2,973,134	$34,686,058	$346,861

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Shasta Regional Transportation Agency	$9,423,391	$4,723,214	$4,723,214	$460,303	$533,013	$557,226	$1,114,452	$21,534,812	$215,348
Sierra County Local Transportation Commission	$463,183	$231,798	$231,798	$8,125	$9,408	$9,836	$19,672	$973,819	$25,000
Siskiyou County Local Transportation Commission	$2,515,009	$1,260,301	$1,260,301	$110,781	$128,280	$134,108	$268,216	$5,676,995	$56,770
Stanislaus Council of Governments	$28,068,044	$14,069,078	$14,069,078	$1,407,739	$1,630,110	$1,704,159	$3,408,318	$64,356,525	$643,565
Tehama County Transportation Commission	$3,587,498	$1,797,899	$1,797,899	$160,949	$186,374	$194,840	$389,680	$8,115,139	$81,151
Trinity County Transportation Commission	$1,109,748	$555,895	$555,896	$40,115	$46,452	$48,562	$97,124	$2,453,792	$25,000
Tulare County Association of Governments	$24,305,505	$12,183,058	$12,183,058	$1,273,449	$1,474,607	$1,541,592	$3,083,184	$56,044,452	$560,445
Tuolumne County Transportation Council	$3,094,210	$1,550,633	$1,550,633	$137,430	$159,139	$166,368	$332,736	$6,991,148	$69,911
Ventura County Transportation Commission	$42,429,785	$21,268,079	$21,268,079	$2,348,047	$2,718,951	$2,842,463	$5,684,926	$98,560,329	$985,603

Exhibit B

SB125 Cycle 2 Final Guidelines
(to be inserted)

BUDGET ACT OF 2024
SB 125 FORMULA-BASED TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM & ZERO EMISSION TRANSIT CAPITAL PROGRAM

FINAL GUIDELINES

January 10, 2025

CalSTA
CALIFORNIA STATE TRANSPORTATION AGENCY

SB125 FINAL GUIDELINES – FORMULAIC FUNDING

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1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4,000,000,000 of General Fund to the TIRCP over the next two fiscal years as well as $910,000,000 of GGRF funding and $190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP).

Further, AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget of Act of 2024 to make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. For the TIRCP, $2,000,000,000 of General Fund and GGRF funding was made available for the 2023–24 fiscal year, $1,000,000,000 of General Fund and GGRF funding is made available for the 2024–25 fiscal year, and $1,000,000,000 of General Fund and GGRF funding is made available for the 2025–26 fiscal year. For the ZETCP, $190,000,000 of PTA funding was made available for the 2023-24 fiscal year, $220,000,000 of GGRF funding is made available for the 2024-25 fiscal year, $0 is made available for the 2025-26 fiscal year, $230,000,000 of GGRF funding is made available for the 2026-27 fiscal year, and $460,000,000 of GGRF funding is made available for the 2027-28 fiscal year. These guidelines are specifically developed to facilitate the award of these funds to projects in an expeditious manner.

These guidelines include elements of the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP last updated for Cycle 6 (which delivered its last tranche of funding for project awards in July 2023) but are unique to this particular cycle of TIRCP funding. In allowing the funds covered by these guidelines to be available for operating costs, the guidelines are also required to be aligned with the legislative intent described in subdivision (d) of Section 75226 of, and subdivision (f) of Section 75260, of the Public Resources Code. They will be further informed by input received through workshops, public comments and written responses to be received by December 30, 2024.

SB 125 provided additional direction with regards to the funding appropriated in the Budget Act of 2023 and amended in the Budget Act of 2024. It created specific categories for funding as follows:

A) $3,995,000,000 over three fiscal years shall be distributed pursuant to a population-based formula to regional transportation planning agencies (RTPA) as defined in Section 7 of these guidelines. The bill authorizes RTPAs to use the moneys for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership for operators within the RTPAs jurisdiction, subject to compliance with requirements and further detail described in Section 6 of these guidelines.

   $1,100,000,000 over five fiscal years shall be for the establishment of the Zero-Emission Transit Capital Program (ZETCP) and requires funds under the program to be allocated to RTPAs

pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs, as specified (the formula described is consistent with the current State Transit Assistance formula). The bill authorizes RTPAs to use the moneys for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements described in Section 6 of these guidelines, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

2 Objectives

The TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550. Each RTPA will need to provide information related to its projects sufficient to determine the nature of priority population benefits; however, there is no minimum requirement that each project or RTPA needs to meet for the projects submitted.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

Further, as outlined in SB 125, which amended the Budget Act of 2023, and affirmed in the Budget Act of 2024, it is the intent of the Legislature to:

(1) provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified

(2) assist transit operators in preventing service cuts and increasing ridership

(3) prioritize the availability of transit for riders who are transit dependent

(4) prioritize transit agencies representing a significant percentage of the region's ridership

To that end, SB 125 specifies that the moneys appropriated in the Budget Act of 2023 may be used for high-priority transit capital projects within the project eligibility categories allowed under TIRCP in Cycle 6, and also for transit operating expenses for operators within the RTPAs jurisdiction. Further detail on the definition of transit operator is included in Section 3.

3 Eligible Recipients and Funding Distribution

The first year of funding for TIRCP and the first and second year of funding for ZETCP has already been distributed to all approved projects, with a number of disbursements pending approval. The second year of funding for TIRCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2030. Once received by the RTPA there is no deadline for the expenditure of funds.

TIRCP funding will be allocated in both FY24-25 and FY25-26 to RTPAs according to a population-based formula after each recipient first receives $300,000 of base funding split evenly across both years.

The remaining ZETCP funding will be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs. This formula matches the approach used to calculate State Transit Assistance distribution.

Eligible recipients of funding are the RTPAs, as defined in Section 13987(j) of the Government Code. The current eligible recipients based on that definition and initial fund estimates by expected recipient can be found in attachment 4 of these guidelines.

Funding distributions will be only made to the recipients found in attachment 4, utilizing fund transfer instructions confirmed with CalSTA by the RTPA prior to transfer, which may in turn make funding available to public agencies in their jurisdiction. RTPAs have the discretion to suballocate or distribute funds within their region based on local needs, existing procedures, policies or priorities, as long as required SB 125 program requirements and goals are met, including addressing how operating needs are expected to be met with SB 125 and/or other resources. SB125 funds may be applied to expenses for approved projects, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement.

For TIRCP and ZETCP capital projects, the RTPAs may distribute funding to public agencies eligible to receive TIRCP capital funding, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute. Please note that within such capital projects, with the exception of projects that are in the federal pipeline for major projects project development, the projects funded must result in construction being completed, as is required under traditional TIRCP funding.

For any spending on transit operations to prevent service reduction or elimination in order to maintain or increase ridership, or to otherwise increase ridership, the RTPAs may distribute funding to transit operators in their jurisdiction that are eligible to receive State Transit Assistance (STA) funding through Section 99314 at the time of distribution by the RTPA. Please note that preventing service reduction and elimination includes the broad variety of expenses required to provide service, including those related to ensuring safety and state of good repair of the vehicles and infrastructure.

RTPAs may also be the sponsor of capital and operating projects and may partner on projects with the agencies eligible to receive funding (such as doing a planning effort tied to making the underlying project more beneficial in a regional context upon implementation).

RTPAs must deposit funds into one or more dedicated bank accounts or custody accounts. Permitted investments include bank demand deposits consistent with California government code, government money market funds, U.S. Treasuries, U.S. Agency securities, California Local Agency Investment Fund (LAIF), and AAA public agency pools, to the extent permitted by RTPA policy and state statute. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated

to SB 125 funds. Funds will be disbursed separately from each fund source supporting SB 125 (General Fund and GGRF for TIRCP; PTA and GGRF for ZETCP) and identified as such when disbursed. RTPAs are responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when an agency submits its required Annual Report, as described in Section 9. When the recipient agency submits its Annual Report, they are required to submit a copy of their most recent bank statement. The additional spending made possible by interest or investment earnings shall be approved through submitting an Updated Program Allocation Request to CalSTA, which will approve such spending based on review of project eligibility.

RTPAs, transit operators and other public agencies expending SB 125 formula funding assume responsibility and accountability for the use and expenditure of allocated funds in accordance with these guidelines and applicable statutes. These agencies must also comply with all relevant federal and state laws, regulations, policies, and procedures.

4 Schedule

Comments on Draft 2024 Guidelines Due	December 30, 2024
CalSTA Publishes Final 2024 SB 125 Guidelines	January 10, 2025
Updated Program Allocation Summary and First Annual Report Due	February 28, 2025
Requested Funding Will be Allocated No Later Than	April 30, 2025
Next Annual Report Due	October 31, 2025
**Comments and requests for meetings can be submitted to: SB125transit@calsta.ca.gov*	

5 Eligible Projects

TIRCP Funding ($3.995 billion)

In order to be eligible for TIRCP capital project funding under this program, a capital project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the relevant sections of the ZETCP Quantification Methodology. It must also demonstrate an increase in ridership.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments,

efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.

3. Rail, bus, and ferry integration implementation, including:
    a. integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
    b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
    c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment, such as transit route and schedule integration (or coordination)
    d. other multimodal and service integration initiatives, including active transportation and other access investments which increase transit and rail ridership and reduce greenhouse gas emissions
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transit services operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhanced service.

Grade separations and grade crossing improvements on passenger rail corridors or related to transit projects are eligible, as they are under the discretionary TIRCP. In addition to providing safety benefits, these projects often provide certain roadway based (and sometimes rail related) greenhouse gas emission reductions and a small increase in ridership (tied to reductions in train delays and cancellations tied to incidents at the crossing, and sometimes speed increases that occur after crossings are improved or eliminated). In some cases, ridership increases from such projects are more significant if they are necessary to increase train frequency.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor.

Projects that link housing with key destinations and that improve accessibility to economic opportunities are also eligible for TIRCP funding.

Demonstration projects that are smaller-scale efforts with great potential to be expanded are eligible for funding. Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership. Research, development, and testing of emerging technologies are eligible components. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

Many TIRCP applicants have met the requirements for reducing greenhouse gas emissions and increasing ridership through combining related capital investments that may individually address only one or the other benefit. Many TIRCP applicants have also augmented their chosen capital projects with key network integration planning studies that consider how to enhance the benefits of their projects (in connecting to other transit and rail systems), or planning efforts that consider a later phase of capital investment and the benefits it will bring to the current proposed project when constructed at a later date.

Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for new projects, either to complete project funding or to expand project scope; SB 125 funding will be counted as matching funds

in future TIRCP discretionary grant applications.

Additionally, RTPAs may suballocate funds to agencies in their jurisdiction so agencies may use this funding to support projects that have previously received a TIRCP award and require an additional infusion of resources to deliver the original scope. RTPAs may also allocate funding to any project awarded funds in Cycle 6 that pledged to use future TIRCP formula funds as match, in accordance with the direction provided in the Cycle 6 guidelines. RTPAs may assume that any funding from these SB 125 resources will help obtain or maintain funds from federal, state and local sources already committed to the projects, and document this benefit for their own projects, and require such documentation of benefits from project sponsors for other projects, in their Allocation Package submissions. Agencies shall state which project is seeking additional funds, identifying the Cycle 1 through 7 project, and whether the funding is needed for the full project scope or for a subcomponent.

RTPAs may suballocate funds to agencies in their jurisdiction so agencies may also use this funding for project development activities, similar to the "Major Projects Project Development Reserve" that was established in the Cycle 6 guidelines, including use of additional funding for projects that received funding for such projects in the Cycle 6 awards. While projects and programs of projects do not need to be ready for construction, agencies should identify how their project or program of projects will be eligible to apply for TIRCP construction funding in the future and what specific federal, state and other funding programs they are planning to utilize for construction funding. As in Cycle 6, such projects must either be pursuing Capital Investment Grant funding through the Federal Transit Administration (FTA) or be part of the pursuit of Federal Railroad Administration funding through the Corridor Identification Program. Projects not pursuing federal funds for construction from FTA or planning to pursue FRA capital funding for construction through one of the Bipartisan Infrastructure Law programs are not eligible. Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for project development; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications.

RTPAs that are themselves the capital project sponsor may also utilize funds for their own projects. RTPAs are also authorized to use TIRCP moneys, subject to compliance with requirements described in Section 6 of these guidelines, to fund transit operating expenses within its jurisdiction that prevent service cuts and increase ridership, including those related to increasing service up to, or above, pre-pandemic service levels, ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning expenses related to implementation of ridership recovery and retention strategies are also eligible as operating projects, whether at the RTPA or STA-eligible transit operator level. RTPAs that are themselves the operator of transit services may also utilize funds for their own operations. Service planning necessary to experiment with, demonstrate or implement significant service modifications may be funded as an operating expenditure at either the RTPA or transit operator level.

ZETCP Funding ($1.1 billion)

Pursuant to SB 125, zero-emission transit equipment, transit facility and network improvement projects such as those that support replacing aging vehicle fleets with Zero-Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, and projects that expand or modernize zero-emission transit networks, are eligible projects for the Zero-Emission Transit Capital Program (ZETCP). ZEVs include heavy- and light-rail vehicles, buses, and other ZEVs used for transit service. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

GGRF funds used on these projects (100% of years 2-5) will require submission of information described in the ZETCP Quantification Methodology, as expending GGRF funds requires benefits reporting. They also require compliance with the CARB Funding Guidelines applicable to all GGRF funding, including annual benefits reporting and identification of benefits to priority populations.

ZETCP funding may also be used for transit operations expenditures that prevent service reduction or elimination or that increase service up to, or above, pre-pandemic service levels in order to maintain or

increase transit ridership, in accordance with the provisions described in Section 6 of these guidelines, including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning efforts necessary to implement one or more of the Innovative Clean Transit Plan efforts within the region, and planning expenses related to implementation of ridership recovery and retention strategies, may be programmed as an operating expense out of the PTA portion of funds disbursed to each RTPA, but must be requested in an Allocation Package submission covering the FY23-24 funding year.

A maximum of 1% of total multi-year SB 125 funding, or $5 million, whichever is lower, may be programmed by the RTPA for RTPA administration of SB 125 funding across both the TIRCP and ZETCP, and for planning expenses related to preparing and implementing the initial short-term financial plan, updates to the short-term financial plan, and the long-term financial plan, including planning expenses related to implementation of ridership recovery and retention strategies. If less than $25,000 would be available under this formula, a maximum of $25,000 shall be available to such RTPAs for RTPA administration and planning expenses. As the RTPAs are tasked with developing the regional long-term financial plan for their jurisdictions, there is no requirement to program and suballocate funds to transit operators for this purpose, although they may do so at their discretion. The RTPAs can procure professional services or use their own staff to gather the reports, data and relevant information needed to develop the regional long-term financial plan required by SB 125. This request must be made in the Allocation Package submissions covering FY 23-24 funding from the ZETCP, which was originally due on December 31, 2023, as an operating project associated with the RTPA, as most funding will be drawn from the Public Transportation Account resources only available in that year. If included in the submission originally due on December 31, 2023, funds may be applied to expenses incurred at any point in the RTPAs FY23-24 fiscal year, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement. Very small RTPAs may be directed by CalSTA to program the balance of funding from 1st year General Fund resources available under TIRCP if there are insufficient PTA funds available to meet their requested administrative funding amount. Small RTPAs are encouraged to combine planning efforts if feasible. Should RTPAs be part of project-specific project management, resources required for those efforts are to be separately identified as part of the funding requested for each project, as appropriate.

6 Requirements for Funding Allocations

Each RTPA that has not yet submitted an Initial Allocation Package (or that submitted an Initial Allocation Package that excluded the Short Term Financial Plan) please refer to the requirements for funding allocations outlined in the Final SB125 Guidelines dated September 29, 2023. As allocation packages for the first year of funding may be submitted on a rolling basis, agencies that have not yet submitted an Initial Allocation Package, or those that excluded Short Term Financial Plans, may submit this information at any time (subject to the relevant time limitations on funding encumbrance included in the Budget bills for each fiscal year of funding).

In addition, each RTPA that has submitted an initial allocation package but only requested a partial amount of funding, please refer to the requirements for funding allocations starting on page 11 in the Final SB125 Guidelines dated September 29, 2023.

For RTPAs seeking their second year of TIRCP funding for previously approved projects, please submit the following information by February 28, 2025.

A. **An updated fund request form** with updated fund totals by project and by fiscal year and source of funding. Previously submitted allocation Packages are expected to be updated for future years should there be any change in funding availability or projects selected for funding distribution. They also are expected to be updated to reflect any changes in the specific fund sources and years of funding assigned to specific projects. Before additional funding is disbursed, agencies must submit an updated fund request form that identifies the projects and fund source by fiscal year.

The updated fund request form should also identify any interest earned on SB125 funding and the how this earned interest amount is proposed to be spent. If an RTPA is proposing to spend earned interest on a previously approved project, this amount can be added and identified in the updated fund request form. If an RTPA is proposing to spend earned interest on a new project, agencies must submit the required information for new projects following the guidance in the Final SB125 Guidelines dated September 29, 2023. Agencies may submit for review and approval proposals to spend (or other investment income earned)on a rolling basis. Allocation packages and their updates will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

B. **A completed annual report template (available on the CalSTA program page for the SB125 Transit Program).** At a minimum, agencies should report on the following:

   a. Proof that funds received have been deposited into a dedicated bank account or subaccount and is tracked by the three fund sources (TIRCP; ZETCP GGRF and ZETCP PTA).

   b. Amount of interest earned (or other investment income earned) on each fund source separately.

   c. Progress made toward implementation of the projects and operating expenditures and should include expenditures to date and total amount remaining per project.

   d. Estimated greenhouse gas benefits and jobs co-benefits as modeled in the CARB modeling tools.

   e. How much funding is to be used for operating costs, if any.

   f. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.

   g. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.

   h. The total costs and the source of funding for vehicles and equipment purchased using these funds.

C. Transit Operations Funding

If an agency is using funding for transit operations for one or more of the STA- eligible transit operators in its jurisdiction, it shall resubmit the following information for each operator covered by its request.

1. Name of Transit Operator
2. 2023-24 Ridership for the Operator and Operator's Percent of Region's Total Ridership
   a. Amount of service being paid for by the additional SB125 funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). Costs involved in maintaining current operations may include those necessary for ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting. In some regions, a different STA-eligible operator may be better able to implement increased or restored service levels than the original operator. This flexibility is allowed and should be noted.
   b. Identification of operating expenses invested in increased safety and security measures.

c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules.

d. Identification of benefits to transit dependent riders of activities funded by the request.

Each RTPA that has not yet submitted an Initial Allocation Package may submit a request for the first two years of funding concurrently. Approval will be dependent on meeting all of the requirements for Initial Allocation Packages outlined in the Final SB125 Guidelines dated September 29, 2023 as well as the requirements outlined in Section 6A through 6C of these Guidelines.

Technical assistance in addressing the required contents of the Initial Allocation Package and any future updates may be requested by emailing the SB 125 e-mail address at SB125transit@calsta.ca.gov. Assistance may be provided by CalSTA, Caltrans or CARB, depending on the nature of the specific question.

Agencies are reminded that they may submit updates to allocation packages on a rolling basis that CalSTA anticipates reviewing on a 30- to 60-day timeline for approval of additional allocations of funding, up to the limit available for the RTPA at the relevant point in the program.

RTPAs are also required to make publicly available (i.e., posted online) a summary of monthly ridership data, consistent with the data submitted to the FTA's NTD, from all its transit operators and should cover the time period starting on July 1, 2022, through at least June 30, 2029. The monthly reports should include ridership data for each mode of public transportation service that the agency operates. This information will provide the public with monthly trends in ridership and service supplied throughout the year, and also allow for a comparison of ridership recovery compared to this same time last year.

Caltrans will provide all RTPAs with a summary report each month that meets the requirements of this statutory provision, drawn from the data reported to the National Transit Database. The data will be drawn from the NTD at: Complete Monthly Ridership (with adjustments and estimates) | FTA (dot.gov). RTPAs are required to post a link to this report and data in a manner easily accessed by the public, so that ridership trends within their region can be easily reviewed, in order to receive approval for their allocation packages. For RTPAs with transit operators who do not report monthly data to the NTD, Caltrans will include the most recent annual ridership numbers provided to the NTD. RTPAs may publish additional ridership data for agencies that do not report monthly to the NTD at their discretion, in order to allow public understanding of the changes in ridership experienced over the SB 125 funding time period.

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in the 2026-27 fiscal year and beyond. *This plan will be analyzed and reviewed for completeness.*

Each long-term financial plan shall include, but is not limited to:

I. Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.

II. A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and

the progress and improvements implemented since the last submitted regional short-term financial plan.

Technical assistance as it relates to the development of long-term financial plans may be offered from CalSTA and/or Caltrans. RTPAs are expected to utilize existing plans and documents that address the requirements of the long-term financial plan where possible, including the use of supplemental materials or addenda that address the long-term plan requirements and reference back to their existing plans as applicable. CalSTA analysis and review for completeness will only extend to content required by the provision of SB 125. Additional guidance will be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125.

7 Approval and Programming

Once an agency's updated information is received, along with verification that monthly ridership data as required by statute is available on each regional agency's website, CalSTA will review and analyze the submitted documents for completeness and for project eligibility (if any new projects are being proposed) with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding. If all projects are eligible and the documentation is complete, CalSTA will notify the RTPA that its package is approved, publish the information on its SB125 Transit Formula Program subject area page, and authorize disbursement of applied-for funds to the RTPA. If a submission is incomplete, RTPAs will be promptly notified and allowed to address areas of incompleteness. If any projects are found to be ineligible, RTPAs will be provided an opportunity to choose between ether remedying the ineligible project (or replacing it with another) prior to having the entire package approved, or advancing all projects that are eligible and addressing the ineligible project in a future Updated Allocation Package. CalSTA will maintain a Program Allocation Report that will incorporate all approved projects (both capital and operating) that will be updated in any quarter during which additional approvals of Initial Allocation Packages or Updated Allocation Packages have been made.

Agencies are not required to fully apply for all available funding at the time of Initial Allocation Package submission. Unrequested monies, or the request to program interest earned on deposited funds that have not yet been disbursed to implementing agencies, may be requested in a future Updated Allocation Package. If an agency chooses to request previously unrequested funding or reprioritize funding between projects (including the addition or deletion of a project from their approved project list), an Updated Allocation Package shall be submitted for approval, including a Summary of Changes section immediately after the cover letter authorizing submission, and any updates to the project information in the document relative to the request. Such documents will be reviewed and analyzed upon receipt for completeness and project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding, with the approved changes included in the quarterly updates to the Program Allocation Report. Notification will be provided to each submitting agency within 30 to 60 days of submission of an Updated Allocation Package regardless of whether the next quarterly Program Allocation Plan has been published.

8 Project Delivery and Reporting

To the extent that recipients specify existing TIRCP projects that already have competitive TIRCP funding awards, CalSTA and Caltrans will work with each project sponsor to update project program supplements to reflect the use of these supplemental resources on the project under its delegated authority from CalSTA. The first year of funding for TIRCP and the first and second year of funding for ZETCP has already been distributed to all approved projects, with a number of disbursements pending approval. The second year of funding for TIRCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2029. Once received by the RTPA there is no deadline for the expenditure of funds. Agencies may spend SB 125 funds in any order relative to other state, federal and local funds.

As previously noted, as a condition of ongoing disbursement of requested SB 125 funds, the RTPAs must submit to CalSTA an Annual Report documenting the activities and progress made toward implementation of the projects and operating expenditures, which includes total SB 125 expenditures to date and total amount remaining.
Recordkeeping and reporting requirements will apply through the life of the projects.

As previously noted, recipients must deposit funds into a dedicated bank account that will hold only SB 125 funds. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. These funds must also be spent on eligible projects and will be accounted for when an agency submits its required Annual Report.

A reporting template will be distributed prior to the first annual report being due by February 28, 2025 and will cover the requirements outlined in Section 6A through 6C of these Guidelines. The first report should cover the period of project approval through December 31, 2024.

A final delivery report for completed capital projects may also be required, to provide notification of the completion of the project and confirmation of its placement into service. Additional guidance may be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125, and may include the development and distribution of a final delivery report template in the future.

Consistent with CARB's Funding Guidelines, local agencies are required to report on job co-benefits, in addition to all other reporting requirements, for funding associated with the ZETCP. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of the Allocation Package submission for the ZETCP, agencies are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the annual reporting process. Note that these requirements are only for the ZETCP and are not necessary for the SB 125 TIRCP funding. Projects accessing funding from the ZETCP may also be required to submit reporting information related to greenhouse gas reductions and priority population benefits in accordance with the CARB's Funding Guidelines (see Attachment 1).

Implementing agencies should note that additional Project Outcome Reporting may be required for TIRCP or ZETCP capital projects. Caltrans may provide assistance through Cal-ITP on scheduling, real-time information and payments to streamline reporting requirements.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of SB125 projects to evaluate the performance of the project, or compliance with state and federal laws and regulations, contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the Allocation Package. A report on the projects audited must be submitted by the auditing agency to CalSTA.

In addition, agencies that receive ZETCP funding under this program shall submit a report to CalSTA, no later than February 28th, 2025, and annually by October 31st of subsequent years. The second report should cover the period of January 1, 2025, through June 30, 2025. Subsequent annual reports should cover the period of July 1st through June 30th. Annual reports must include the following information:

a. How much funding is to be used for operating costs, if any.

b. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.

c. The number, type, date, Open Charge Point Interface (OCPI) data, and location of electric charging stations or hydrogen fueling stations purchased and installed, if any.

d. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.

e. The total costs and the source of funding for vehicles and equipment purchased using these funds.

Additional guidance related to the ZETCP annual report will be provided at least six months before its required submission.

9 Project Administration

Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by CalSTA and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

If a short-term financial plan does not meet the content and completeness requirements outlined in section 6, or if specific projects described do not meet eligibility requirements, agencies will have an opportunity to remedy their plan and receive access to the funding after the requirements are met.

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the disbursement of funds if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the recipient which affects performance of this funding, or any other grant agreement or contract entered into with the State. If funding disbursement is terminated, or project approval revoked, the Agency may be required to fully or partially repay funds from the TIRCP or ZETCP.

Attachment 1: CCI Funding Guidelines for Administering Agencies

(applies to ZETCP Recipients Using GGRF Funds)

Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in AB 398 and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "priority populations"), among other statutory requirements.

CARB collaborates with agencies that administer California Climate Investments programs to develop individual targets for each program to drive investments that achieve direct and meaningful benefits to priority populations and help ensure that statutory requirements are met, which are described in AB 1550.

Additional information can be found at the following CARB websites:

https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies

Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology

CCI Quantification and Reporting Materials
(applies to all agencies receiving SB125 funds)

Administering agencies using ZETCP GGRF funding for capital expenditures must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables (BCTs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the TIRCP QM and associated Calculator Tool to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

The TIRCP Calculator Tool will be used for most ZETCP capital projects, and also for developing quantification estimates for new TIRCP capital projects using SB 125 funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects

- ROG emission reductions (lbs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings ($), and
- Energy and fuel cost savings ($).

While many ZETCP and TIRCP projects will use the TIRCP calculator tool, there are some project types that may not be covered by a single tool. CARB staff have developed the ZETCP QM by compiling the calculator tools from TIRCP, LCTOP, the Affordable Housing and Sustainable Communities (AHSC) program, the Low-Income Weatherization Program (LIWP), and the Low Carbon Fuel Production (LCFP) Program. The LIWP calculator can be used to calculate the benefits from solar panel and microgrid installations. The LCFP calculator can be used to calculate the benefits from alternative fuel generation in either a new facility or an expanded, existing facility.

All CARB co-benefit assessment methodologies are available at:
https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP, and are expected to also be used to report on outcomes for ZETCP GGRF-funded projects. Additional quantification tools will be

identified by CARB for ZETCP project types that are not covered by current quantification tools, generally utilizing select tools used by existing GGRF programs.

Additional information can be found at the following CARB website:
https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials

Co-benefit Assessment Methodology

California Climate Investments support the State's climate change goals and provide many additional benefits to individuals, households, businesses, and communities. These "co-benefits" include social, economic, and environmental benefits. CARB provides guidance on quantification methods and reporting to administering agencies. CARB contracted with the University of California, Berkeley (UC Berkeley) to help research and develop methods for evaluating project co-benefits. Guidance on using the co-benefit assessment methodologies is contained in CARB's Funding Guidelines.

The co-benefits were prioritized based on administering agency input and broad applicability to California Climate Investments programs. UC Berkeley first reviewed the scientific data to determine if methods could be developed and summarized the findings in literature reviews. Next, UC Berkeley and CARB developed Co-benefit Assessment Methodologies where feasible. CARB solicited public comment on draft versions in Spring 2018 prior to posting final Co-benefit Assessment Methodologies. CARB may review and update assessment methodologies periodically based on new or evolving project types; new legislation; available resources; new scientific developments or tools, or modifications in the analytical tools or approaches upon which the methodologies were based; or input from administering agencies or the public.

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.

https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Attachment 3: Benefit Criteria Tables

(applies to ZETCP Recipients Using GGRF Funds)

CCI Benefit Criteria Tables

ZETCP will use the Sustainable Transportation Benefit Criteria Table developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as "priority populations".

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:
Step 1: Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household.
Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household.
Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimum.

Attachment 4: Eligible Recipients and Fund Estimates

A	B				E			F	G
RTPA	Year 1 TIRCP FY 23-24 (mix of GF and GGRF)	Year 2 TIRCP FY 24-25 (mix of GF and GGRF	Year 3 TIRCP FY 25-26 (mix of GF and GGRF	Year 1 ZETCP FY 23-24 (100% PTA)	Year 2 ZETCP FY24-25 (100% GGRF)	Year 3 ZETCP FY26-27 (100% GGRF)	Year 4 ZETCP FY27-28 (100% GGRF)	Grand Total (B+C+D+(E*3))	Maximum Admin Share
Metropolitan Transportation Commission	$385,068,697	$193,020,094	193,020,094	$69,361,489	$80,318,030	$83,966,559	$167,933,118	$1,172,688,081	$5,000,000
Alpine County Transportation Commission	$360,641	$180,397	$180,397	$3,123	$3,617	$3,781	$7,562	$739,518	$25,000
Amador County Transportation Commission	$2,336,465	$1,170,803	$1,170,803	$101,094	$117,064	$122,381	$244,762	$5,263,372	$52,634
Butte County Association of Governments	$10,488,545	$5,257,135	$5,257,135	$515,836	$597,320	$624,454	$1,248,908	$23,989,332	$239,893
Calaveras County Local Transportation Commission	$2,576,611	$1,291,180	$1,291,180	$110,536	$127,996	$133,811	$267,622	$5,798,936	$57,989
Colusa County Local Transportation Commission	$1,402,047	$702,415	$702,415	$55,216	$63,937	$66,842	$133,684	$3,126,556	$31,266
Del Norte County Local Transportation Commission	$1,675,501	$839,487	$839,487	$69,395	$80,357	$84,007	$168,014	$3,756,248	$37,562
El Dorado County Local Transportation Commission	$9,085,857	$4,554,021	$4,554,021	$450,323	$521,458	$545,145	$1,090,290	$20,801,114	$208,011
Tahoe Regional Planning Agency	$5,753,283	$2,883,526	$2,883,526	$276,611	$320,305	$334,855	$669,710	$13,121,816	$131,218
Fresno County Council of Governments	$51,406,113	$25,767,575	$25,767,575	$2,895,819	$3,353,250	$3,505,575	$7,011,150	$119,707,056	$1,197,071
Glenn County Local Transportation Commission	$1,752,922	$878,296	$878,295	$77,684	$77,008	$86,778	$173,556	$3,924,539	$39,245
Humboldt County Association of Governments	$7,130,906	$3,574,077	$3,574,077	$382,327	$442,720	$462,831	$925,662	$16,492,599	$164,926
Imperial County Transportation Commission	$9,362,644	$4,692,763	$4,692,763	$476,155	$551,369	$576,416	$1,152,832	$21,504,942	$215,049
Inyo County Local Transportation Commission	$1,259,080	$630,751	$630,751	$46,008	$53,276	$55,696	$111,392	$2,786,953	$27,870
Kern Council of Governments	$46,278,687	$23,197,389	$23,197,389	$2,340,621	$2,710,353	$2,833,473	$5,666,946	$106,224,857	$1,062,249
Kings County Association of Governments	$7,982,701	$4,001,049	$4,001,049	$383,313	$443,862	$464,025	$928,050	$18,204,049	$182,040
Lake County/City Council of Governments	$3,706,510	$1,857,556	$1,857,556	$171,733	$198,860	$207,894	$415,788	$8,415,896	$84,159
Lassen County Local Transportation Commission	$1,829,937	$916,900	$916,900	$76,509	$88,594	$92,619	$185,238	$4,106,697	$41,067
Los Angeles County Metropolitan Transportation Authority	$498,650,905	$249,954,589	$249,954,589	$55,373,970	$64,121,003	$67,033,765	$134,067,530	$1,319,156,350	$5,000,000

Madera County Local Transportation Commission	$8,254,231	$4,137,158	$4,137,158	$394,272	$456,553	$477,292	$954,584	$18,811,247	$188,112
Mariposa County Local Transportation Commission	$1,161,396	$581,786	$581,786	$42,540	$49,259	$51,497	$102,994	$2,571,257	$25,713
Mendocino Council of Governments	$4,848,229	$2,429,857	$2,429,857	$234,154	$271,142	$283,459	$566,918	$11,063,615	$110,636
Merced County Association of Governments	$14,669,424	$7,352,852	$7,352,852	$722,403	$836,516	$874,515	$1,749,030	$33,557,592	$335,576
Modoc County Local Transportation Commission	$739,160	$370,135	$370,135	$22,862	$26,474	$27,676	$55,352	$1,611,793	$25,000
Mono County Local Transportation Commission	$976,126	$488,917	$488,917	$79,533	$92,096	$96,279	$192,558	$2,414,426	$25,000
Transportation Agency for Monterey County	$22,218,449	$11,136,895	$11,136,895	$1,378,936	$1,596,756	$1,669,291	$3,338,582	$52,475,804	$524,758
Nevada County Local Transportation Commission	$5,416,406	$2,714,662	$2,714,662	$256,982	$297,576	$311,093	$622,186	$12,333,567	$123,336
Orange County Transportation Authority	$160,108,526	$80,256,011	$80,256,011	$10,414,353	$12,059,435	$12,607,247	$25,214,494	$380,916,077	$3,809,161
Placer County Transportation Planning Agency	$16,356,936	$8,198,739	$8,198,739	$880,463	$1,019,543	$1,065,857	$2,131,714	$37,851,991	$378,520
Plumas County Local Transportation Commission	$1,257,263	$629,840	$629,840	$53,042	$61,421	$64,211	$128,422	$2,824,039	$28,240
Riverside County Transportation Commission	$123,382,700	$61,846,734	$61,846,734	$6,871,430	$7,956,860	$8,318,309	$16,636,618	$286,859,385	$2,868,594
Sacramento Area Council of Governments	$100,321,824	$50,287,184	$50,287,184	$6,444,512	$7,462,506	$7,801,498	$15,602,996	$238,207,703	$2,382,077
Council of San Benito County Governments	$3,609,072	$1,808,714	$1,808,714	$161,264	$186,738	$195,221	$390,442	$8,160,164	$81,602
San Bernardino County Transportation Authority	$110,856,746	$55,567,944	$55,567,944	$6,425,010	$7,439,924	$7,777,890	$15,555,780	$259,191,238	$2,591,912
San Diego Association of Governments	$48,212,817	$24,166,896	$24,166,896	$2,864,296	$3,316,748	$3,467,415	$6,934,830	$113,129,897	$1,131,299
San Diego Metropolitan Transit System	$118,515,843	$59,407,162	$59,407,162	$8,000,723	$9,264,540	$9,685,392	$19,370,784	$283,651,605	$2,836,516
San Joaquin Council of Governments	$39,935,609	$20,017,842	$20,017,842	$2,331,741	$2,700,069	$2,822,723	$5,645,446	$93,471,272	$934,713
San Luis Obispo Area Council of Governments	$14,486,636	$7,261,228	$7,261,228	$727,328	$842,219	$880,477	$1,760,954	$33,220,069	$332,201
Santa Barbara County Association of Governments	$22,796,994	$11,426,898	$11,426,898	$1,351,460	$1,564,940	$1,636,030	$3,272,060	$53,475,280	$534,753
Santa Cruz County Transportation Commission	$13,771,188	$6,902,601	$6,902,601	$1,227,995	$1,421,973	$1,486,567	$2,973,134	$34,686,058	$346,861

Shasta Regional Transportation Agency	$9,423,391	$4,723,214	$4,723,214	$460,303	$533,013	$557,226	$1,114,452	$21,534,812	$215,348
Sierra County Local Transportation Commission	$463,183	$231,798	$231,798	$8,125	$9,408	$9,836	$19,672	$973,819	$25,000
Siskiyou County Local Transportation Commission	$2,515,009	$1,260,301	$1,260,301	$110,781	$128,280	$134,108	$268,216	$5,676,995	$56,770
Stanislaus Council of Governments	$28,068,044	$14,069,078	$14,069,078	$1,407,739	$1,630,110	$1,704,159	$3,408,318	$64,356,525	$643,565
Tehama County Transportation Commission	$3,587,498	$1,797,899	$1,797,899	$160,949	$186,374	$194,840	$389,680	$8,115,139	$81,151
Trinity County Transportation Commission	$1,109,748	$555,895	$555,896	$40,115	$46,452	$48,562	$97,124	$2,453,792	$25,000
Tulare County Association of Governments	$24,305,505	$12,183,058	$12,183,058	$1,273,449	$1,474,607	$1,541,592	$3,083,184	$56,044,452	$560,445
Tuolumne County Transportation Council	$3,094,210	$1,550,633	$1,550,633	$137,430	$159,139	$166,368	$332,736	$6,991,148	$69,911
Ventura County Transportation Commission	$42,429,785	$21,268,079	$21,268,079	$2,348,047	$2,718,951	$2,842,463	$5,684,926	$98,560,329	$985,603

Exhibit C

PROJECT DRAWINGS (ABRIDGED)

1700 D STREET
CITY OF SOUTH LAKE TAHOE
APN 032-312-001

CONSTRUCTION STAGING AREA

EX. SDDI TO REMAIN
DAMAGED DROP INLET GRATE
TO BE REPLACED PER SITE PLAN

DI PROTECTION (TYP. ALL INLETS IMPACTED BY PROJECT AREA CONSTRUCTION) 1/C2.5

EX SAND-OIL SEPARATOR W/ DUAL SEWER LIDS TO REMAIN (PROTECT IN PLACE)

EX SDMH TO REMAIN
RAISE RIM PER SITE PLAN.
EX RIM 6292.26

REMOVE EX AC CURB (26 LF)

SAWCUT (TYP.)

REMOVE EX AC PAVEMENT (1,714 SF)

EX WOOD CANOPY, GATE AND POSTS TO REMAIN (PROTECT IN PLACE)

REMOVE PORTION OF WOOD CANOPY STRUCTURE TO TIE IN WITH PROPOSED CANOPY. APPROX 6" OF WOOD CANOPY STRUCTURE TO BE REMOVED

SAWCUT (TYP.)

COM. BOX TO REMAIN. ADJUST LID TO FINISHED GRADE AS NECESSARY

GRIND & REMOVE EX TREE STUMPS

REMOVE EX 10" CMP (25 LF)

FIBER ROLLS 5/C2.4

ELECTRICAL EQUIPMENT TO REMAIN, PROTECT IN PLACE

REMOVE EX AC PAVEMENT (1,428 SF)

REMOVE EX EV CHARGING STATION AND BOLLARDS PER ELECTRICAL PLANS

WATER VALVE TO REMAIN. ADJUST LID TO FINISHED GRADE AS NECESSARY

SAWCUT (TYP.)

REMOVE EX WOOD FENCE (64 LF)

FIBER ROLLS 5/C2.4

RELOCATE EX GATE ELECTRIC PANEL AND AND ASSOCIATED CONDUIT PER ELECTRICAL PLANS

RELOCATE EX METAL ROLLER GATE/FENCE AND ASSOCIATED FENCE POST & BOLLARDS TO LOCATION ON SITE PLAN

REMOVE EX LANDSCAPE AREA (508 SF)

REMOVE 52 LF EX TRENCH DRAIN & ASSOCIATED 42 SF CONC

SAWCUT AT HIGHPOINT OF EXISTING AC

SAWCUT (TYP.)

CONSTRUCTION PROTECTIVE FENCING. CONTRACTOR MAY MOVE FENCING AS NEEDED TO ALLOW ACCESS. 6/C2.4

APPROXIMATE LOCATION OF ELECTRICAL TRENCH (REFER TO ELECTRICAL PLANS) PROTECT PER DETAIL. 7/C2.4

RELOCATE EX BOLLARDS TO LOCATION ON SITE PLAN

EXISTING EP (TYP.)

SHOP STREET

N

0 5' 10'
SCALE: 1" = 5'

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REGISTERED PROFESSIONAL ENGINEER
JULIA E. ASHTON
No. C96958
Exp. 12/31/26
CIVIL
STATE OF CALIFORNIA

06/06/25

CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
DEMOLITION & TEMPORARY BMP PLAN

EL DORADO CA

SOUTH LAKE TAHOE

REV	DATE	DESCRIPTION	BY

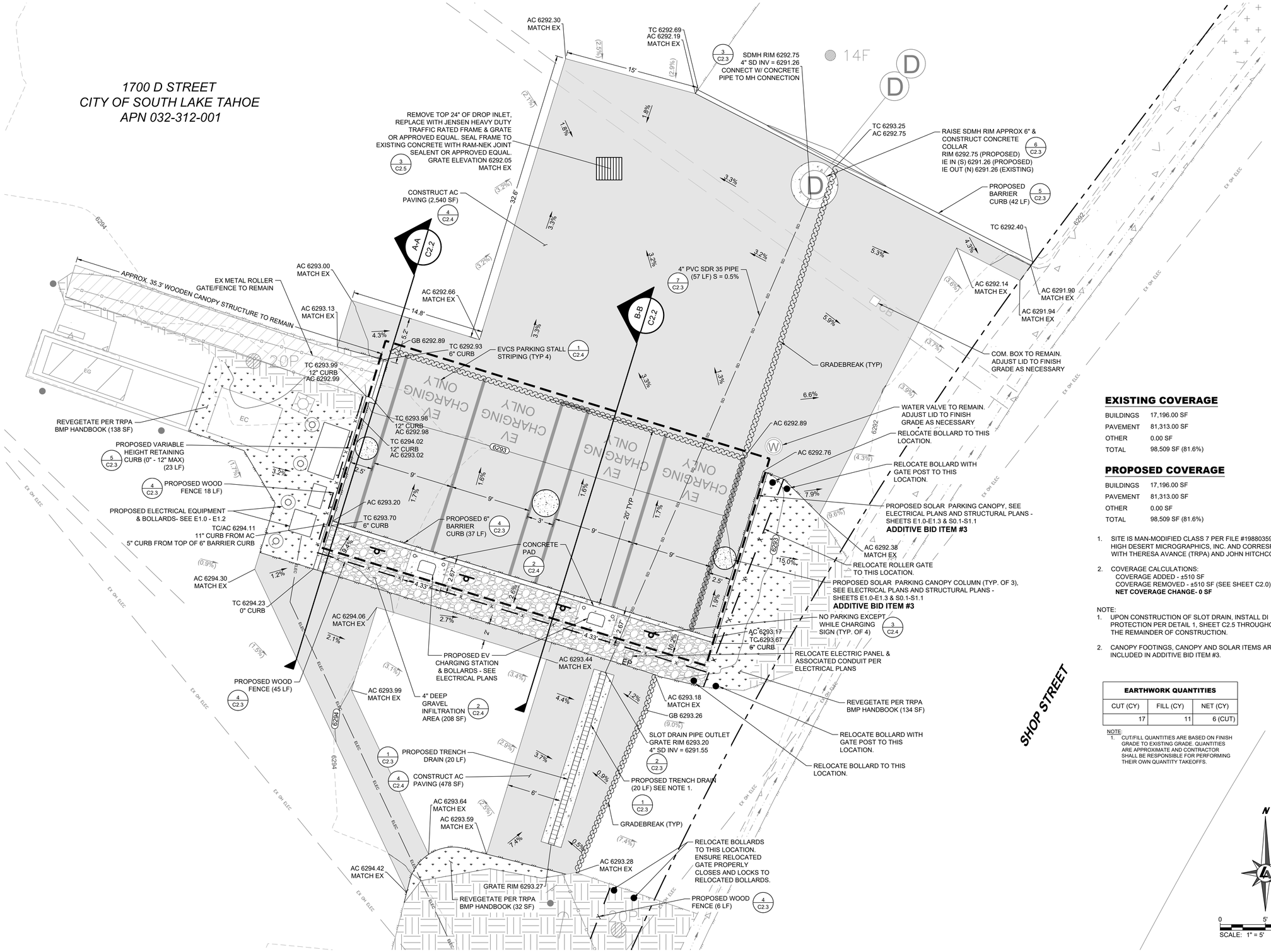
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C2.0

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DESIGNED BY:	AM
CHECKED BY:	JS/JA
JOB NO.:	11508.000

1700 D STREET
CITY OF SOUTH LAKE TAHOE
APN 032-312-001



EXISTING COVERAGE

BUILDINGS	17,196.00 SF
PAVEMENT	81,313.00 SF
OTHER	0.00 SF
TOTAL	98,509 SF (81.6%)

PROPOSED COVERAGE

BUILDINGS	17,196.00 SF
PAVEMENT	81,313.00 SF
OTHER	0.00 SF
TOTAL	98,509 SF (81.6%)

1. SITE IS MAN-MODIFIED CLASS 7 PER FILE #19880359 FROM HIGH DESERT MICROGRAPHICS, INC. AND CORRESPONDENCE WITH THERESA AVANCE (TRPA) AND JOHN HITCHCOCK (CSLT).
2. COVERAGE CALCULATIONS:
   COVERAGE ADDED - ±510 SF
   COVERAGE REMOVED - ±510 SF (SEE SHEET C2.0)
   NET COVERAGE CHANGE- 0 SF

NOTE:
1. UPON CONSTRUCTION OF SLOT DRAIN, INSTALL DI PROTECTION PER DETAIL 1, SHEET C2.5 THROUGHOUT THE REMAINDER OF CONSTRUCTION.
2. CANOPY FOOTINGS, CANOPY AND SOLAR ITEMS ARE INCLUDED IN ADDITIVE BID ITEM #3.

EARTHWORK QUANTITIES

CUT (CY)	FILL (CY)	NET (CY)
17	11	6 (CUT)

NOTE:
1. CUT/FILL QUANTITIES ARE BASED ON FINISH GRADE TO EXISTING GRADE. QUANTITIES ARE APPROXIMATE AND CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING THEIR OWN QUANTITY TAKEOFFS.

N

0 5' 10'
SCALE: 1" = 5'

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312 DORLA COURT, SUITE 202
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JULIA E. ASHTON
No. C96958
Exp. 12/31/26
CIVIL
STATE OF CALIFORNIA

06/06/25

CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
SITE & GRADING PLAN

SOUTH LAKE TAHOE CA
EL DORADO

REV	DATE	DESCRIPTION	BY

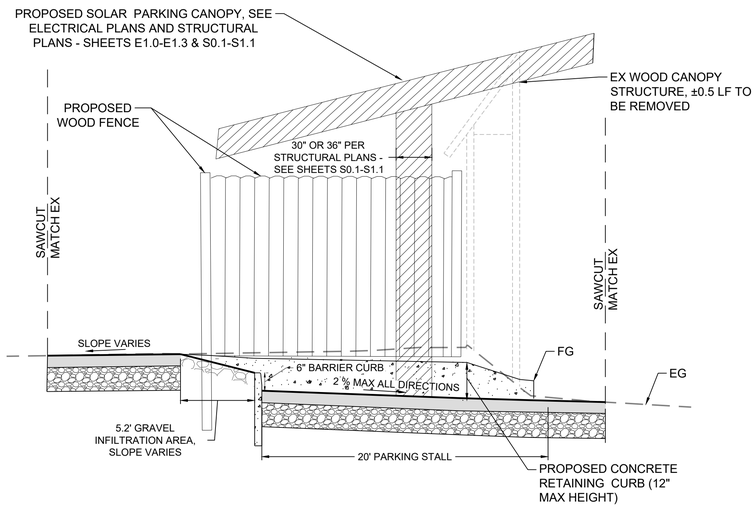
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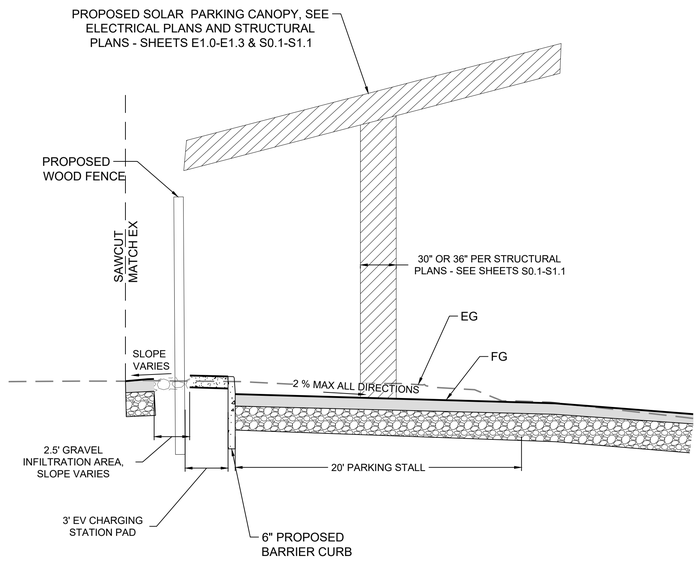
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CHECKED BY:	JS/JA
JOB NO.:	11508.000

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A-A C2.2 SECTION A-A



B-B C2.2 TYPICAL SECTION B-B

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06/06/25

CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
GRADING SECTIONS

SOUTH LAKE TAHOE EL DORADO CA

REV	DATE	DESCRIPTION	BY

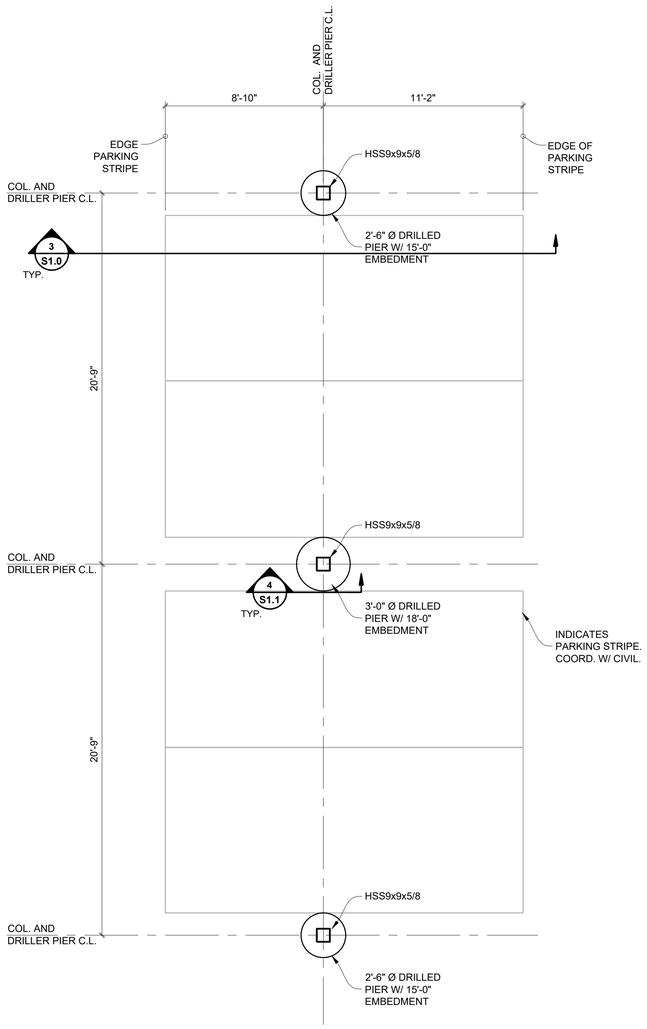
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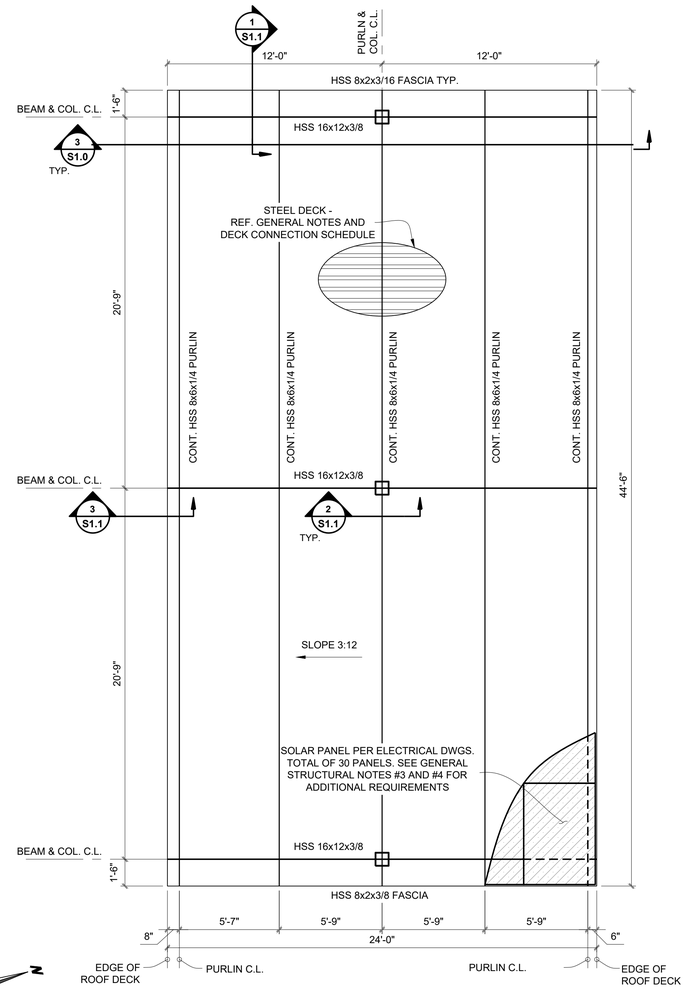
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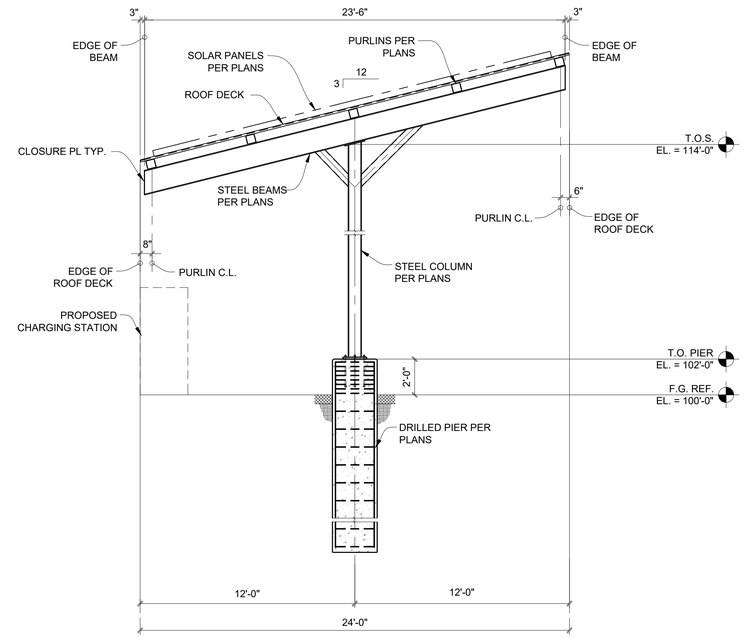
1 S1.0 CARPORT FOUNDATION PLAN

SCALE: 1/4"=1'-0"



2 S1.0 CARPORT ROOF PLAN

SCALE: 1/4"=1'-0"



3 S1.0 CARPORT SECTION

SCALE: 1/4"=1'-0"

METAL DECK CONNECTION SCHEDULE						
DECK TYPE	GAGE	SHEET ENDCONDITION	DECK TO SUPPORT CONNECTION TYPE	PERPENDICULAR CONNECTION PATTERN - END	PERPENDICULAR CONNECTION PATTERN - INTERIOR	SIDELAP CONNECTION
AEP SPAN HR-36	20	BOTH ENDS LAPPED	#10 SCREWS (GASKETED)	36/4	36/4	#10 SCREWS (GASKETED) AT 12" o.c.

THIS SHEET IS INCLUDED IN BID ADDITIVE #3

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950 SANDHILL ROAD, SUITE 100
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Exp. 12-31-26
STRUCTURAL
STATE OF CALIFORNIA

06/04/2025

CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
FOUNDATION, ROOF PLAN AND SECTION

SOUTH LAKE TAHOE CA
EL DORADO

REV	DATE	DESCRIPTION	BY

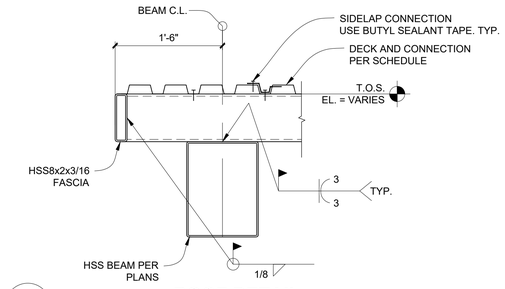
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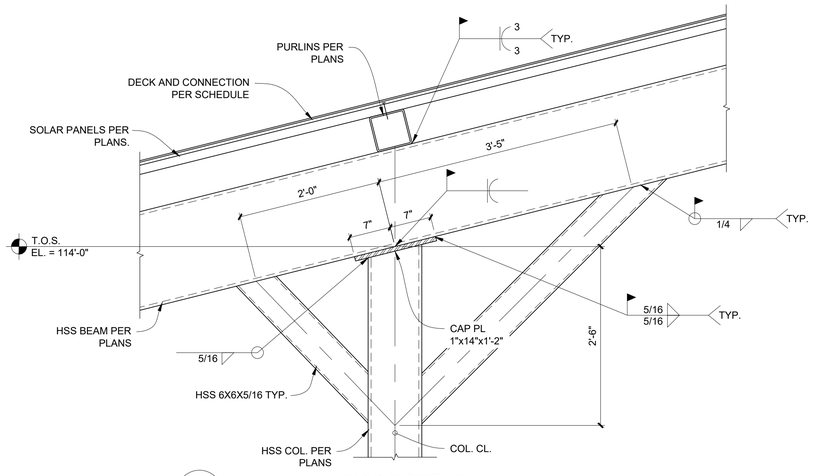
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DESIGNED BY: M.K.
CHECKED BY: E.J.H.
JOB NO.: 11508.000

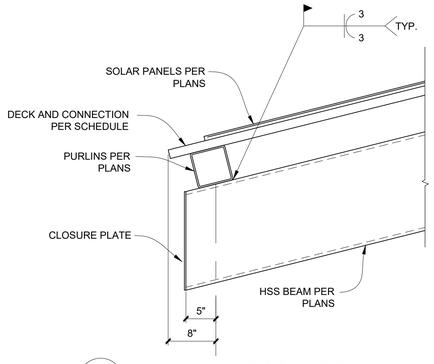
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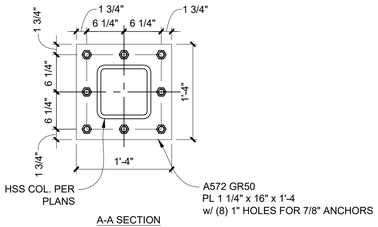
1 / S1.1 ROOF DETAIL
SCALE: 1"=1'-0"



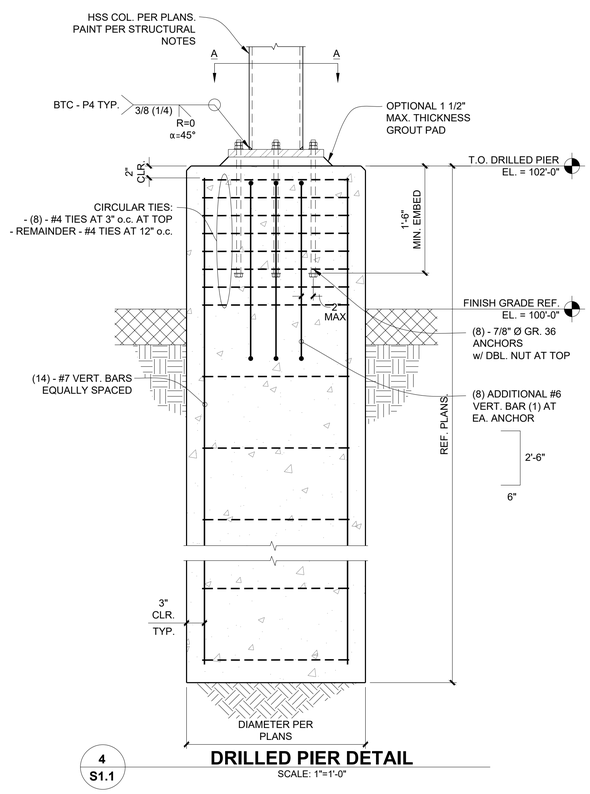
2 / S1.1 ROOF DETAIL
SCALE: 1"=1'-0"



3 / S1.1 ROOF DETAIL
SCALE: 1"=1'-0"



A-A SECTION



4 / S1.1 DRILLED PIER DETAIL
SCALE: 1"=1'-0"

THIS SHEET IS INCLUDED
IN BID ADDITIVE #3

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STRUCTURAL
STATE OF CALIFORNIA

06/04/2025

CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS
MOTOR POOL LOT - 1700 D STREET
DETAILS

SOUTH LAKE TAHOE | EL DORADO | CA

REV	DATE	DESCRIPTION	BY

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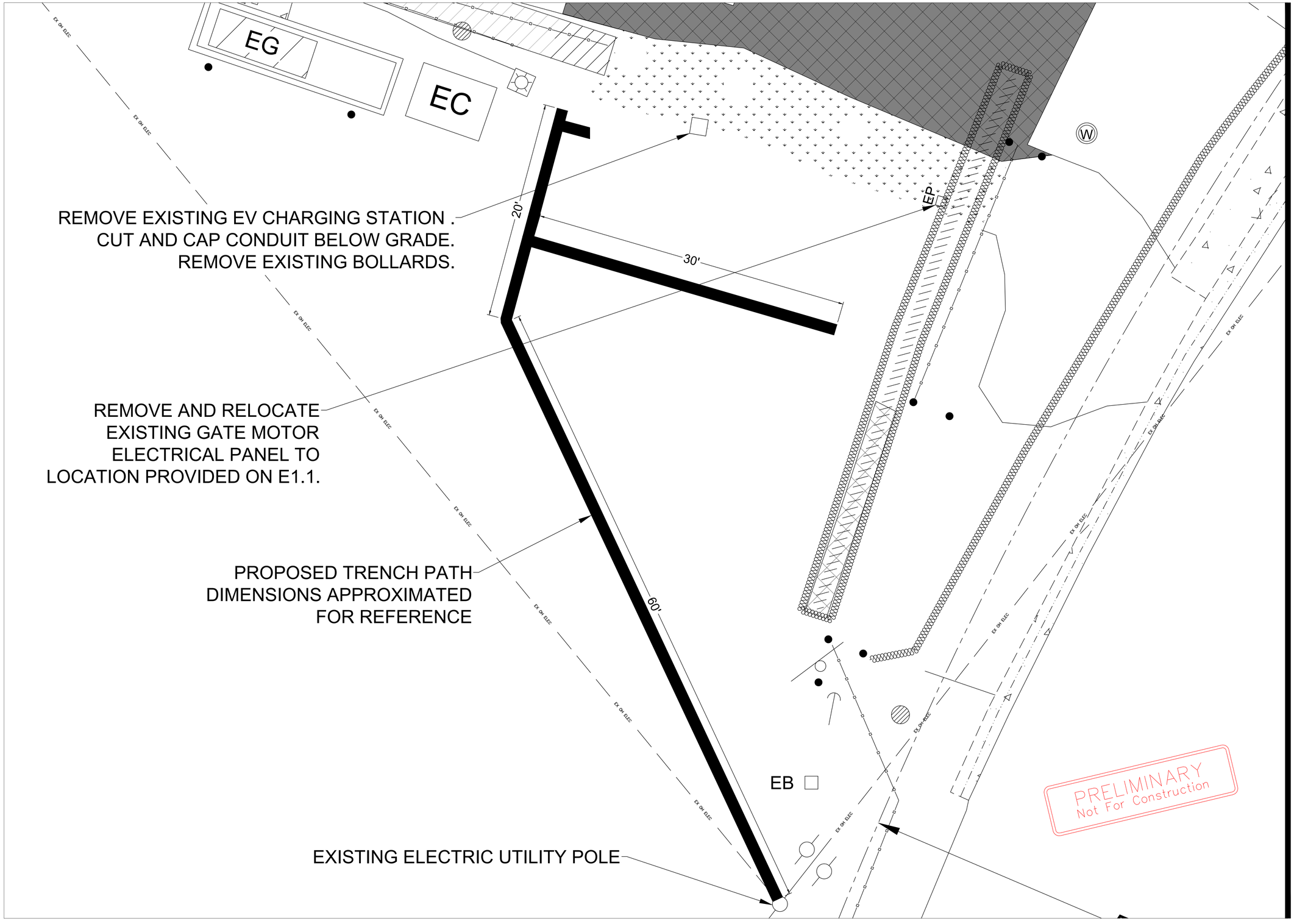
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CHECKED BY:	E.J.H.
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CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS - MOTOR POOL LOT
1700 D STREET
ELECTRICAL DEMO

EL DORADO CA

SOUTH LAKE TAHOE

REV	DATE	DESCRIPTION	BY

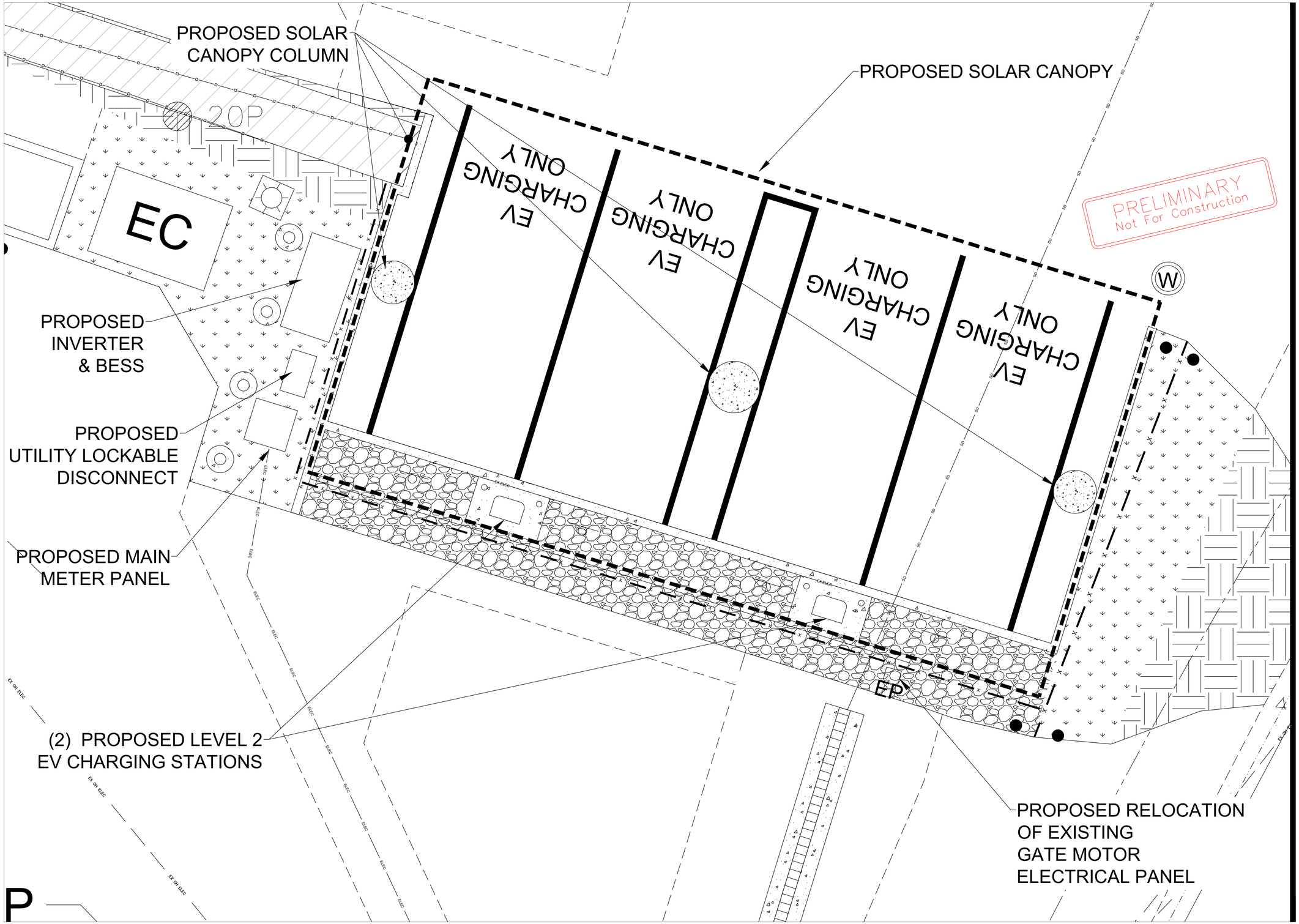
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DESIGNED BY:	MJ
CHECKED BY:	CP
JOB NO.:	11508.000

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CITY OF SOUTH LAKE TAHOE

EV CHARGING STATIONS - MOTOR POOL LOT
1700 D STREET
ELECTRICAL PLAN

SOUTH LAKE TAHOE — EL DORADO — CA

REV	DATE	DESCRIPTION	BY

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JOB NO.:	11508.000

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #: 17

Agenda Item: Ordinance Amending South Lake Tahoe City Code, Title 6, Chapter 6.15 (Building Regulations), Section 6.15.010 and 6.15.160 by Adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and Related Construction Codes (First Reading)

Executive Summary: The 2025 California Building Standards Codes (CBSC), which includes the Fire Code, becomes effective in California on January 1, 2026. Typically, every three years, the California Building Standards Commission reviews and revises, in part, the California Building, Fire, Plumbing, Mechanical, Residential, Green Building, and Electrical Codes. California Health and Safety Code (HSC) section 17922 requires local agencies to adopt the building standards contained in these uniform statewide codes. The City adopted its current codes, incorporating and modifying the 2022 California Building Standards Code in November 2022. Per HSC section 17922, staff recommends City Council adopt an ordinance amending City Code by adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), including Green Building Code, Building Code, Fire Code, and related construction codes.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending South Lake Tahoe City Code, Title 6, Chapter 6.15 (Building Regulations), Section 6.15.010 and 6.15.160 by Adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and Related Construction Codes and refer second reading and adoption to the November 18, 2025, meeting.

Responsible Staff Member: Zach Thomas, Director of Development Services, and David Chapman, Acting Building Official

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

Attachments:

01-Staff Report - 2025 Building Code Adoption.docx
02-Ordinance Redline.pdf
03-Ordinace Adopting 2025 Building Code.docx
04. Public Notice.pdf
05 - Planning Commission Resolution 2025-009 - Building Code Amendments.pdf

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

Meeting Date: November 4, 2025

Title: Ordinance Amending City Code, Title 6, Chapter 6.15 (Building Regulations), Section 6.15.010 and 6.15.160 by Adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and Related Construction Codes.

Location: Citywide

Responsible Staff Member: Zach Thomas, Director of Development Services and David Chapman, Acting Building Official

Background: The 2025 California Building Standards Codes (CBSC), which includes the Fire Code, becomes effective in California cities on January 1, 2026. Typically, every three years, the California Building Standards Commission reviews and revises the California Building, Fire, Plumbing, Mechanical, Residential, Green Building, and Electrical Codes. California Health and Safety Code Section 17922 requires local agencies to adopt the building standards contained in these uniform statewide codes. Section 17958 allows cities to modify the codes to more stringent standards that reflect local conditions. The City of South Lake Tahoe adopted its current codes, incorporating and modifying the 2022 California Building Standards Code in November 2022.

At its August 21, 2025 meeting, the Planning Commission passed a resolution recommending the City Council adopt an ordinance amending City Code, Title 6, Chapter 6.15 (Building Regulations), Section 6.15.010 and 6.15.160 by Adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and Related Construction Codes.

Issue and Discussion: Modifications to the South Lake Tahoe City Code are needed to comply with the State's updated building safety requirements. State law provides the opportunity for local government to either adopt the State's building standards or to review and modify them, provided that the changes to state law made by cities and counties impose equal or more restrictive requirements.

The following codes will be adopted by reference in the proposed ordinance:

- 2025 California Administrative Code -CCR Title 24 Part 1
- 2025 California Building Code – CCR Title 24 Part 2

- 2025 California Residential Code – CCR Title 24 Part 2.5
- 2025 California Electrical Code – CCR Title 24 Part 3
- 2025 California Mechanical Code – CCR Title 24 Part 4
- 2025 California Plumbing Code – CCR Title 24 Part 5
- 2025 California Energy Code – CCR Title 24 Part 6
- 2025 California Historical Building Code – CCR Title 24 Part 8
- 2025 California Fire Code – CCR Title 24 Part 9
- 2025 California Existing Building Code – CCR Title 24 Part 10
- 2025 California Green Building Standards Code – CCR Title 24 Part 11
- 2025 California Referenced Standards Code – CCR Title 24 Part 12
- 2024 International Swimming Pool, Spa and Hot Tub Code
- 2024 International Property Maintenance Code

The attached proposed ordinance adopting the 2025 CBSC represents a continuation of the City's existing practice regarding local modifications. It revalidates and readopts the City's current local amendments which includes the City of South Lake Tahoe's minor modifications due to local climatic, geologic and topographic conditions, and minor administrative changes.

In addition to the currently adopted local code amendments, Appendix AW (3-D Printed Building Construction) of the 2025 California Residential Code, CCR T-24, Part 2.5, is recommended for adoption and enforcement. Appendix AW of the 2025 California Residential Code provides code coverage for buildings, structures, and building elements fabricated in whole or in part using 3D printed construction techniques. Appendix AW also provides a referenced standard (UL 3401) to govern design, construction method, additive materials, depositing of materials, and special inspection requirements for production equipment, the fabrication process, and additive materials. Staff recommends the adoption of Appendix AW to provide code coverage for 3D printed construction projects and to provide additional building construction methods to the community.

Financial Implications: There are no City financial implications from the proposed amendments. Any costs associated with staff time preparing the code amendments are accounted for in the City's adopted Master Fee Schedule and subsequently collected during the building permit issuance process. No additional funding is necessary.

Environmental Considerations: This project is exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3), Review for Exemption; in that it can be seen with certainty that there is no possibility for these actions to have a significant effect on the environment.

Policy Implications: State law requires that the local agency adopt findings for any local modifications to the building standards contained in the CBSC. These findings are included in the attached ordinance.

Governor Newsom has signed AB 130, which prohibits local amendments to residential standards that are not filed and effective by September 30, 2025. No new local amendments to residential standards are proposed in this ordinance adoption.

6.15.010 Applicability, purpose and authority.

The purpose of this chapter is to adopt by reference the ~~2022~~ 2025 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, subject to the clarifications and amendments set forth in this chapter. The purpose of this chapter is also to provide minimum requirements and standards for the protection of public safety, health, property and welfare of the City of South Lake Tahoe. The following adopted codes prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, moving, demolition, occupancy, equipment use, height and area of buildings and structures:

A. Administrative Code Adopted. The 2025 Edition of the California Administrative Code, known as the California Code of Regulations, Title 24 Part 1, published by the International Code Council, is hereby adopted by reference.

B. Building Code Adopted. The ~~2022~~ 2025 Edition of the California Building Code, known as the California Code of Regulations, Title 24 Part 2, incorporating the ~~2021~~ 2024 Edition of the International Building Code, published by the International Code Council, including Appendix C, Group U, Agriculture Buildings, Appendix F, Rodent-proofing, Appendix H, Signs, and Appendix I, Patio Covers, is hereby adopted by reference.

~~B~~C. Residential Code Adopted. The ~~2022~~ 2025 Edition of the California Residential Code, known as the California Code of Regulations, Title 24 Part 2.5, incorporating the ~~2021~~ 2024 Edition of the International Residential Code, published by the International Code Council, including Chapter 1 and Appendix AW (3D Printed Construction), is hereby adopted by reference.

~~C~~D. Electrical Code Adopted. The ~~2022~~ 2025 Edition of the California Electrical Code, known as the California Code of Regulations, Title 24 Part 3, incorporating the ~~2020~~ 2023 Edition of the National Electrical Code, published by the National Fire Protection Association, including Article 89, and Annex H is hereby adopted by reference.

~~D~~E. Mechanical Code Adopted. The ~~2022~~ 2025 Edition of the California Mechanical Code, known as the California Code of Regulations, Title 24 Part 4, incorporating the ~~2021~~ 2024 Edition of the Uniform Mechanical Code, including Chapter 1, CMC Appendices A, B, C and D, is hereby adopted by reference.

~~E~~F. Plumbing Code Adopted. The ~~2022~~ 2025 Edition of the California Plumbing Code, known as the California Code of Regulations, Title 24 Part 5, incorporating the ~~2021~~ 2024 Edition of the Uniform Plumbing Code, including appendices and installation standards, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference.

~~F~~G. Energy Code Adopted. The ~~2022~~ 2025 California Energy Code, known as the California Code of Regulations, Title 24 Part 6, published by the California Energy Commission, is hereby adopted by reference.

~~G~~H. Historical Building Code Adopted. The ~~2022~~ 2025 California Historical Building Code, known as the California Code of Regulations, Title 24 Part 8, published by the International Code Council, is hereby adopted by reference.

~~H~~I. Fire Code Adopted. The ~~2022~~ 2025 Edition of the California Fire Code, known as the California Code of Regulations, Title 24 Part 9, incorporating the ~~2021~~ 2024 Edition of the International Fire Code, published by the International Code Council, including Chapter 1 and Appendices A, B, BB, C, CC, D, E, F, G, H, I, J, K, L, M, N, O, P and Q, is hereby adopted by reference.

J. Existing Building Code Adopted. The 2025 Edition of the California Existing Building Code, known as the California Code of Regulations, Title 24 Part 10, published by the International Code Council, is hereby adopted by reference.

~~I~~K. Green Building Standards Code Adopted. The ~~2022~~ 2025 Edition of the California Green Building Standards Code, known as the California Code of Regulations, Title 24 Part 11, published by the International Code Council, is hereby adopted by reference.

L. Referenced Standards Code Adopted. The 2025 Edition of the California Referenced Standards Code, known as the California Code of Regulations, Title 24 Part 12, published by the International Code Council, is hereby adopted by reference.

~~J~~M. Swimming Pool, Spa and Hot Tub Code Adopted. The ~~2021~~ 2024 Edition of the International Swimming Pool, Spa and Hot Tub Code, published by the International Code Council, is hereby adopted by reference.

~~K~~N. International Property Maintenance Code Adopted. The ~~2021~~ 2024 Edition of the International Property Maintenance Code, published by the International Code Council, is hereby adopted by reference.

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6.15.160 Amendments, additions and deletions to the adopted codes.

A. California Building Code Section 105.5.1, California Residential Code Section R105.5.1, California Plumbing Code Section 104.4.3.1, California Mechanical Code Section 104.4.3.1 and California Electrical Code Article 89., ~~Section~~ 108.4.1 are hereby amended to read as follows:

> Every permit issued by the building official under the provision of this code shall become invalid and expired unless the work authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 12 months after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. In order to renew action on an invalid permit after expiration, the permittee shall pay a new full permit fee and be accompanied with updated construction documents to reflect compliance with the most recent applicable codes based on the new submittal date.

B. Any permittee holding an unexpired permit for a new structure or addition may apply for an extension of the time for which work may be completed under that permit when the permittee is unable to complete work within the time required by this section for good and satisfactory

reasons. The building official may extend a permit for a period not exceeding 180 days on written request by the permittee. The written request shall be submitted to the building official prior to the expiration date of the original permit. The request for an extension of an existing permit shall show that circumstances beyond the control of the permittee have prevented completion of the work authorized by the permit. No permit may be extended more than three years cumulatively.

C. California Building Code Section 109.2, California Fire Code Section ~~106.2~~108.2, California Residential Code Section R108.2, California Plumbing Code Section 104.5, California Mechanical Code Section 104.5 and California Electrical Code Article ~~80.19(H)(4)~~89.108.4.2 are hereby amended to read as follows:

> The fee for each permit shall be as set forth in this section and by city council resolution. The determination of value or valuation under any of the provisions of this code shall be made by the building official/fire code official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment. Fees shall be determined by the valuation as shown for good construction on the valuation table as published annually in the November/December issue of Building Standards magazine. Values shall be 100 percent of the valuation given in the basic valuation table. Fees shall be adjusted on the first day of January each year. The fee shall be as specified through adoption of resolution by the city council.
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> EXCEPTION: Major projects for which the city contracts for inspection and/or plan review services shall be charged permit fees in accordance with the above section. Costs of additional plan review and/or overtime inspections required for project fast-tracking, or contractor scheduling, or due to changes in plans, shall be paid by the owner on a monthly basis. The fees shall be equal to the cost of service plus a 25 percent administrative fee.
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> The owner shall provide on-site office space for the resident inspector. Such office space shall be private and under the exclusive control of the resident inspector. Electric power, heat and phone service shall be provided to the office. Such office shall be maintained on-site until the final certificate of occupancy is issued.
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> For work requiring a permit not described on the valuation table, the valuation shall be determined by contract price for the work, subject to review by the building official.
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> The minimum permit fee under this section shall be as specified through adoption of resolution by the city council. Additional plan review as a result of incomplete submittals or changes to plans after approval of such plans will be charged a plan review fee.

A reinspection fee shall be charged for scheduled inspections when the work, for which an inspection was requested, is not ready for inspection. A reinspection fee shall also apply to additional inspections after the initial inspection for verifying correction of items noted in a correction notice.

Special inspection fees shall be charged with a one-hour minimum charge. Any inspections requested outside of regular work hours will be charged a three-hour minimum charge.

D. California Building Code Section 115.4, California Fire Code Section ~~107.4~~113.4, and California Residential Code Section R114.4 are hereby amended to read as follows:

When a stop work order is issued an investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The permit fee for work without a permit shall be twice the normal permit fee. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

E. International Property Maintenance Code (IPMC) Section ~~107~~105, ~~Notices and Orders~~Duties and Powers of the Code Official. Add the following text at the end of subsection ~~107.2, Item 4~~105.5:

The maximum time limit shall be determined by the city building official based upon the condition of the structure and the potential hazard involved. Once such determination has been made, the building official shall serve a copy of a notice and order which specifies the dangerous condition to be remedied, together with the timeline for correction, as determined by the building official. Prior to the expiration date specified in the notice and order, the property owner shall perform either the rehabilitation, renovation or removal, as set forth in the notice and order.

Abatement of abandoned or substantially damaged non dwelling unit structures shall be subject to the provisions contained in Chapter 4.60 SLTCC.

F. Authority to Utilize Alternate Method of Recovery of Cost of Demolition. In any case where the city has found it necessary to undertake an abatement process to demolish a structure which has been found by the building official to be unsafe, as defined within Section 108 of the International Property Maintenance Code, the city may elect, at its discretion, to recover costs of such abatement using the methods prescribed in subsection (G) of this section as an alternative to the procedure outlined in Sections 110.3 and 109.4 et seq. of the aforementioned code.

G. Alternate Method of Recovery of Cost of Demolition.

1. Prior to commencement of any demolition activity undertaken as part of the abatement of an unsafe structure, the city shall take all necessary steps to ensure that all development rights which may be present on the parcel are appropriately banked with the Tahoe Regional Planning Agency and the South Tahoe Public Utility District. All such rights, which may include, but not be limited to, development rights, allocations, commercial square footage,

hard and soft coverage rights, and sewer units, shall be banked to remain on the parcel upon which the demolition activity will be completed.

2. Upon completion of all demolition activities, an accounting of expenses shall be completed by the administrative services director and a public hearing to consider confirmation of the costs of the abatement shall be scheduled, noticed and conducted in accordance with Section 107 et seq. of the International Property Maintenance Code.

The notice mailed to the owner of record for the property which is the subject of the abatement process shall contain a statement which substantively reads as follows:

IMPORTANT NOTICE TO THE PROPERTY OWNER

Development rights attributable to your property and recognized by the Tahoe Regional Planning Agency have been banked with that agency. These rights have considerable value. In order to retain ownership of these development rights, you must pay any and all costs of the abatement process which may be confirmed by the City Council at the scheduled hearing no later than sixty-five (65) days following the date of said hearing.

Your failure to pay the confirmed costs of said abatement within sixty-five (65) days of the date of the hearing will result in FORFEITURE OF THE DEVELOPMENT RIGHTS ASSOCIATED WITH YOUR PROPERTY.

SUCH FORFEITURE MAY ULTIMATELY PROHIBIT YOU OR ANYONE IN THE FUTURE FROM REDEVELOPING YOUR PROPERTY.

3. Upon completion of the hearing process to confirm the costs of the abatement process, the owner of the property subject to the abatement shall have 65 days from the date of the hearing to pay all costs of the abatement which have been confirmed by the city council. In the event all costs are not paid within the specified time period, the city shall notify the Tahoe Regional Planning Agency of the city council's confirmation of costs of the abatement process and the failure of the property owner to pay said costs, and shall request that the Tahoe Regional Planning Agency approve forfeiture of all development rights banked to be vested with the city of South Lake Tahoe. Such forfeiture and vesting shall become effective 21 days after such approval is granted.

H. Expedited Permit Process for Photovoltaic and Electric Vehicle Charging Stations. To California Building Code Section 107.3 the following subsection shall be added:

1. Definitions. As used in this section:

"Electronic submittal" means the utilization of one or more of the following:

a. Electronic mail or email

b. The internet

"Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

"Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

"Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

"Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:

For water heater systems or solar swimming pool heating systems: an amount exceeding ten (10) percent of the cost of the system, but in no case more than one thousand dollars ($1,000.00) or decreasing the efficiency of the solar energy system by an amount exceeding ten (10) percent, as originally specified and proposed.

For photovoltaic systems: an amount not to exceed one thousand dollars ($1,000.00) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten (10) percent as originally specified and proposed.

"Small residential rooftop solar energy system" means all of the following:

a. A solar energy system that is no larger than ten (10) kilowatts alternating current nameplate rating or thirty (30) kilowatts thermal.

b. A solar energy system that conforms to all applicable State fire, structural, electrical, and other building codes as adopted or amended by the county and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or designated from time to time.

c. A solar energy system that is installed on a single- or duplex-family dwelling.

d. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

"Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or designated from time to time.

"Specific adverse impact" means a significant, quantifiable, direct, unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

2. Small Residential Rooftop Solar Systems

a. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the City of South Lake Tahoe.

b. All solar energy systems shall be certified by an accredited listing agency.

c. All energy systems for producing and or supplying electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

d. Proof of approval by local utility must be presented with application.

3. Electric Vehicle Charging Stations

a. PURPOSE. The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

b. EXPEDITED PERMITTING PROCESS. Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The City's adopted checklist shall be published on the City's website.

c. PERMIT APPLICATION PROCESSING.

(i) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

(ii) A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(iii) Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

d. TECHNICAL REVIEW

(i) It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a use permit.

(ii) In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

e. ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS

(i) Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

(ii) Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(iii) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(iv) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

I. Fire Watch. California Fire Code Section 403.11.1, Fire Watch Personnel, is hereby amended to read as follows:

When, in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other occupancy, because of the number of persons, or the nature of the noncompliance with the California Fire Code and/or the nature of the performance, exhibition, display, contest or activity, the fire code official may require the owner, agent or lessee, to provide one or more fire watch personnel to perform fire watch duties during the times such places are open to the public, or when such activity requiring a fire watch is being conducted.

J. Building Address. Section 502.1 of the California Building Code, California Fire Code Section 505.1 and Section ~~R319.1~~R308.1 of the California Residential Code are hereby amended to read as follows:

Approved numbers or addresses shall be provided for all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Address numbers and internal illumination shall be maintained. The addresses for new dwellings shall be posted with a minimum of four inch (4") high numbers with proportionate width that are plainly visible from the street. During hours of darkness, the numbers shall be internally illuminated. Posted numbers shall be placed on a contrasting background. Where building setbacks exceed one hundred feet (100') from the street or road fronting the property, additional contrasting six inch (6")

high numbers shall be displayed at the property entrance. The addresses for new multi-family, new commercial and new industrial buildings shall be posted with a minimum of six-inch (6") high by three-quarters inch (3/4") stroke numbers. During the hours of darkness, the numbers shall be electrically illuminated. New multi-family, new commercial and new industrial buildings shall display address/suite numbers or letters six-inch (6") high by three-quarters inch (3/4") stroke placed on a contrasting background on the front and rear doors of each suite/unit.

K. Fire Access Grade. California Fire Code Section 503.2.7 is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. Where driveways serving one- and two- family dwelling units have a driveway gradient exceeding eight percent (8%), a separate emergency egress path of travel from the primary entrance of each dwelling unit to the public way shall be provided. All components of the separate emergency egress path of travel shall comply with all applicable provisions of the California Building Code.

L. Wildland-Urban Interface (WUI). California Building Code Chapter 7A, California Fire Code Chapter 49 and California Residential Code Section R337 are adopted in their entirety with the amendments to read as follows:

CITY OF SOUTH LAKE TAHOE IS DESIGNATED AS VERY-HIGH FIRE HAZARD SEVERITY ZONE. For purposes of clarification and enforcement of the following shall be added to each chapter preface: The City of South Lake Tahoe has adopted Ordinance 2019-1131 which designates all areas within the City of South Lake Tahoe a Very High Fire Severity Zone.

M. Freeze Protection. California Building Code and California Fire Code Section 903 are hereby added to the California Building Code and the California Fire Code to read as follows:

All sprinkler systems shall be suitably freeze-protected for climatic conditions as prescribed by the fire code official.

N. Roof Fire Rating. California Building Code Section 1505.1.1 and California Residential Code Section R902.1.1 are written here for emphasis and clarity:

The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

O. Snowshed Impact Areas. Add to California Building Code Section 1608.1 and to California Residential Code Section R301.2.3:

Snow shed Impact Areas Protection of Required Entries/Exits, Parking, and Driveways.

1. Roof surfaces and photovoltaic panels that are susceptible to rooftop avalanche risk shall be designed so that snow shed impact areas will not occur in or on entries/exits (required exits only for R-3 occupancies), vehicle parking areas, driveways, LPG storage tanks, gas meters, electrical meters, walkways, and public ways.

2. The minimum snow shed impact area shall have a setback of ten feet measured horizontally from a vertical line projecting from the roof eave to the other constructed elements such as fences, sheds, and patio covers.

3. The snow shed impact area may be eliminated provided an engineered snow restraint system, designed in accordance with this code, is incorporated into the roof design and, in other than R-3 occupancies, an approved roof drainage system (e.g., heated gutter and downspout) is installed to prevent ice formation/accumulation at the grade or access level.

4. Property owners shall maintain snow shed impact areas to prevent snow from encroaching beyond the impact area boundaries.

5. Existing structures may use engineered snow slide restraint devices without an approved roof drainage system to reduce hazards associated with the existing roof design.

P. Ice Dam Membrane. Add Section 1507.1.2 to the California Building Code and Section R9045.1.2 to the California Residential Code as follows:

Title 15-10: An “Ice Guard” is required on roofs of heated areas of buildings. Roofs, regardless of covering, with a pitch of less than 8 in 12 shall be protected against leakage (caused by ice and snow) using an approved manufactured membrane installed per the manufacturer’s specifications and as approved by the building official. This application shall extend from the eave edge of the roof up the roof slope measured 5 feet beyond the wall line separating the conditioned and unconditioned space, and up 30 inches along each side of a valley. This “Ice Guard” shall be in addition to any other required underlayment.

Q. Local Design Criteria. Amend California Building Code Section 1603 and California Residential Code Table R301.2, Climatic and Geographic Design Criteria, by adding the following design criteria values as listed below in items 1 through ~~8~~ 6 to read as follows:

~~1. Ground Snow Load: 150 PSF~~

~~2. Wind Design Speed: (Based on the ASCE 7-10 code cycle)~~

~~Risk Category 1: 110 mph~~

~~Risk Category 2: 120 mph~~

~~Risk Category 3: 130 mph~~

~~Risk Category 4: 130 mph~~

~~3~~1. Seismic Design Category: D

~~4~~2. Subject to Weathering from Weathering: Negligible

~~5~~3. Frost Line Depth: 18 inches

~~6~~4. Termites: Yes

~~7~~5. Climate Zone: 16

~~8~~6. Ice Barrier Underlayment Required: Yes

~~R. Snow Loads. Add Section 1608.4 to the California Building Code and Section R301.2.3.1 to the California Residential Code as follows:~~

~~All of the City of South Lake Tahoe shall be declared a snow area with a Ground Snow Load of 150 Pounds Per Square Foot. This pertains to all structures, modular buildings, and factory-built houses. The building official may permit deviations from the snow loading standard, provided the snow load and conditions in each individual case are derived and certified by a registered civil or structural engineer with demonstrated experience in snow load evaluation.~~

~~S~~R. Protection of Piping from Freezing. Add Section 312.13 to the California Plumbing Code as follows:

a. All water supply piping shall be protected from freezing by a minimum of 42 inches of earth covering.

b. All water piping shall be installed in such a manner to allow for the system to be drained.

c. Water piping shall not be installed or concealed in unheated walls, ceilings and attics.

~~T~~S. Exhaust Vent Protection. Add Section 802.3.3.5 to the California Mechanical Code as follows:

a. Exhaust terminals and combustion air intakes shall not be located in areas in which could be sealed off around the perimeter with snow accumulation.

~~U~~T. Electrical Installations. Add Article 80.13(a) and (b) to the California Electric Code as follows:

a. All electrical systems that are over 400 amps shall be designed by a California-licensed electrical engineer.

b. When changing out or adding a new electrical main panel, the subpanel, if so equipped, shall also be changed out to a breaker subpanel. No residential fuse panels will be allowed.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 18, 2025

An Ordinance Amending the South Lake Tahoe City Code, Title 6, Chapter 6.15 (Building Regulations), Sections 6.15.010 and 6.15.160, by Adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and Related Construction Codes

FINDINGS

A. The 2025 California Building Standards Codes (CBSC) were adopted on July 1, 2025, and become effective in California cities on January 1, 2026.
B. California Health and Safety Code section 17922 requires local agencies to adopt the building standards contained in these uniform statewide codes and Section 17958 allows cities to modify the codes to reflect local conditions.
C. The City of South Lake Tahoe has adopted amendments to the CBSC in the past based on specific findings of local geographic, topographic and climatic conditions, but is not making further local amendments at this time.
D. Additional findings with respect to certain prior amendments to the CBSC are as set forth in specific Code sections.
E. The Council hereby reaffirms such findings and confirms that the facts on which such findings were based continue to exist.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. South Lake Tahoe City Code section 6.15.010 is hereby amended to read in its entirety as follows.

6.15.010 Applicability, purpose and authority.
The purpose of this chapter is to adopt by reference the 2025 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, subject to the clarifications and amendments set forth in this chapter. The purpose of this chapter is also to provide minimum requirements and standards for the protection of public safety, health, property and welfare of the City of South Lake Tahoe. The following adopted codes prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, moving, demolition, occupancy, equipment use, height and area of buildings and structures:

A. Administrative Code Adopted. The 2025 Edition of the California Administrative Code, known as the California Code of Regulations, Title 24 Part 1, published by the International Code Council, is hereby adopted by reference.

B. Building Code Adopted. The 2025 Edition of the California Building Code, known as the California Code of Regulations, Title 24 Part 2, incorporating the 2024 Edition of the International Building Code, published by the International Code Council, including Appendix C, Group U, Agriculture

Buildings, Appendix F, Rodent-proofing, Appendix H, Signs, and Appendix I, Patio Covers, is hereby adopted by reference.

C. Residential Code Adopted. The 2025 Edition of the California Residential Code, known as the California Code of Regulations, Title 24 Part 2.5, incorporating the 2024 Edition of the International Residential Code, published by the International Code Council, including Chapter 1 and Appendix AW (3D Printed Construction), is hereby adopted by reference.

D. Electrical Code Adopted. The 2025 Edition of the California Electrical Code, known as the California Code of Regulations, Title 24 Part 3, incorporating the 2023 Edition of the National Electrical Code, published by the National Fire Protection Association, including Article 89, and Annex H is hereby adopted by reference.

E. Mechanical Code Adopted. The 2025 Edition of the California Mechanical Code, known as the California Code of Regulations, Title 24 Part 4, incorporating the 2024 Edition of the Uniform Mechanical Code, including Chapter 1, CMC Appendices A, B, C and D, is hereby adopted by reference.

F. Plumbing Code Adopted. The 2025 Edition of the California Plumbing Code, known as the California Code of Regulations, Title 24 Part 5, incorporating the 2024 Edition of the Uniform Plumbing Code, including appendices and installation standards, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference.

G. Energy Code Adopted. The 2025 California Energy Code, known as the California Code of Regulations, Title 24 Part 6, published by the California Energy Commission, is hereby adopted by reference.

H. Historical Building Code Adopted. The 2025 California Historical Building Code, known as the California Code of Regulations, Title 24 Part 8, published by the International Code Council, is hereby adopted by reference.

I. Fire Code Adopted. The 2025 Edition of the California Fire Code, known as the California Code of Regulations, Title 24 Part 9, incorporating the 2024 Edition of the International Fire Code, published by the International Code Council, including Chapter 1 and Appendices A, B, BB, C, CC, D, E, F, G, H, I, J, K, L, M, N, O, P and Q, is hereby adopted by reference.

J. Existing Building Code Adopted. The 2025 Edition of the California Existing Building Code, known as the California Code of Regulations, Title 24 Part 10, published by the International Code Council, is hereby adopted by reference.

K. Green Building Standards Code Adopted. The 2025 Edition of the California Green Building Standards Code, known as the California Code of Regulations, Title 24 Part 11, published by the International Code Council, is hereby adopted by reference.

L. Referenced Standards Code Adopted. The 2025 Edition of the California Referenced Standards Code, known as the California Code of Regulations, Title 24 Part 12, published by the International Code Council, is hereby adopted by reference.

M. Swimming Pool, Spa and Hot Tub Code Adopted. The 2024 Edition of the International Swimming Pool, Spa and Hot Tub Code, published by the International Code Council, is hereby adopted by reference.

N. International Property Maintenance Code Adopted. The 2024 Edition of the International Property Maintenance Code, published by the International Code Council, is hereby adopted by reference.

SECTION 2. South Lake Tahoe City Code section 6.15.160 is hereby amended to read in its entirety as follows.

6.15.160 Amendments, additions and deletions to the adopted codes.

A. California Building Code Section 105.5.1, California Residential Code Section R105.5.1, California Plumbing Code Section 104.4.3.1, California Mechanical Code Section 104.4.3.1 and California Electrical Code Article 89.108.4.1 are hereby amended to read as follows:

> Every permit issued by the building official under the provision of this code shall become invalid and expired unless the work authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 12 months after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. In order to renew action on an invalid permit after expiration, the permittee shall pay a new full permit fee and be accompanied with updated construction documents to reflect compliance with the most recent applicable codes based on the new submittal date.

B. Any permittee holding an unexpired permit for a new structure or addition may apply for an extension of the time for which work may be completed under that permit when the permittee is unable to complete work within the time required by this section for good and satisfactory reasons. The building official may extend a permit for a period not exceeding 180 days on written request by the permittee. The written request shall be submitted to the building official prior to the expiration date of the original permit. The request for an extension of an existing permit shall show that circumstances beyond the control of the permittee have prevented completion of the work authorized by the permit. No permit may be extended more than three years cumulatively.

C. California Building Code Section 109.2, California Fire Code Section 108.2, California Residential Code Section R108.2, California Plumbing Code Section 104.5, California Mechanical Code Section 104.5 and California Electrical Code Article 89.108.4.2 are hereby amended to read as follows:

> The fee for each permit shall be as set forth in this section and by city council resolution. The determination of value or valuation under any of the provisions of this code shall be made by the building official/fire code official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment. Fees shall be determined by the valuation as shown for good construction on the valuation table as published annually in the November/December issue of Building Standards magazine. Values shall be 100 percent of the valuation given in the basic valuation table. Fees shall be adjusted on the first day of January each year. The fee shall be as specified through adoption of resolution by the city council.
>
> EXCEPTION: Major projects for which the city contracts for inspection and/or plan review services shall be charged permit fees in accordance with the above section. Costs of additional plan review and/or overtime inspections required for project fast-tracking, or contractor scheduling, or due to changes in plans, shall be paid by the owner on a monthly basis. The fees shall be equal to the cost of service plus a 25 percent administrative fee.

The owner shall provide on-site office space for the resident inspector. Such office space shall be private and under the exclusive control of the resident inspector. Electric power, heat and phone service shall be provided to the office. Such office shall be maintained on-site until the final certificate of occupancy is issued.

For work requiring a permit not described on the valuation table, the valuation shall be determined by contract price for the work, subject to review by the building official.

The minimum permit fee under this section shall be as specified through adoption of resolution by the city council. Additional plan review as a result of incomplete submittals or changes to plans after approval of such plans will be charged a plan review fee.

A reinspection fee shall be charged for scheduled inspections when the work, for which an inspection was requested, is not ready for inspection. A reinspection fee shall also apply to additional inspections after the initial inspection for verifying correction of items noted in a correction notice.

Special inspection fees shall be charged with a one-hour minimum charge. Any inspections requested outside of regular work hours will be charged a three-hour minimum charge.

D. California Building Code Section 115.4, California Fire Code Section 113.4, and California Residential Code Section R114.4 are hereby amended to read as follows:

When a stop work order is issued an investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The permit fee for work without a permit shall be twice the normal permit fee. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

E. International Property Maintenance Code (IPMC) Section 105, Duties and Powers of the Code Official. Add the following text at the end of subsection 105.5:

The maximum time limit shall be determined by the city building official based upon the condition of the structure and the potential hazard involved. Once such determination has been made, the building official shall serve a copy of a notice and order which specifies the dangerous condition to be remedied, together with the timeline for correction, as determined by the building official. Prior to the expiration date specified in the notice and order, the property owner shall perform either the rehabilitation, renovation or removal, as set forth in the notice and order.

Abatement of abandoned or substantially damaged non dwelling unit structures shall be subject to the provisions contained in Chapter 4.60 SLTCC.

F. Authority to Utilize Alternate Method of Recovery of Cost of Demolition. In any case where the city has found it necessary to undertake an abatement process to demolish a structure which has been found by the building official to be unsafe, as defined within Section 108 of the International Property Maintenance Code, the city may elect, at its discretion, to recover costs of such abatement using the methods prescribed in subsection (G) of this section as an alternative to the procedure outlined in Sections 110.3 and 109.4 et seq. of the aforementioned code.

G. Alternate Method of Recovery of Cost of Demolition.

1. Prior to commencement of any demolition activity undertaken as part of the abatement of an unsafe structure, the city shall take all necessary steps to ensure that all development rights which may be present on the parcel are appropriately banked with the Tahoe Regional Planning Agency and the South Tahoe Public Utility District. All such rights, which may include, but not be limited to, development rights, allocations, commercial square footage, hard and soft coverage rights, and sewer units, shall be banked to remain on the parcel upon which the demolition activity will be completed.

2. Upon completion of all demolition activities, an accounting of expenses shall be completed by the administrative services director and a public hearing to consider confirmation of the costs of the abatement shall be scheduled, noticed and conducted in accordance with Section 107 et seq. of the International Property Maintenance Code.

The notice mailed to the owner of record for the property which is the subject of the abatement process shall contain a statement which substantively reads as follows:

IMPORTANT NOTICE TO THE PROPERTY OWNER

Development rights attributable to your property and recognized by the Tahoe Regional Planning Agency have been banked with that agency. These rights have considerable value. In order to retain ownership of these development rights, you must pay any and all costs of the abatement process which may be confirmed by the City Council at the scheduled hearing no later than sixty-five (65) days following the date of said hearing.

Your failure to pay the confirmed costs of said abatement within sixty-five (65) days of the date of the hearing will result in FORFEITURE OF THE DEVELOPMENT RIGHTS ASSOCIATED WITH YOUR PROPERTY.

SUCH FORFEITURE MAY ULTIMATELY PROHIBIT YOU OR ANYONE IN THE FUTURE FROM REDEVELOPING YOUR PROPERTY.

3. Upon completion of the hearing process to confirm the costs of the abatement process, the owner of the property subject to the abatement shall have 65 days from the date of the hearing to pay all costs of the abatement which have been confirmed by the city council. In the event all costs are not paid within the specified time period, the city shall notify the Tahoe Regional Planning Agency of the city council's confirmation of costs of the abatement process and the failure of the property owner to pay said costs, and shall request that the Tahoe Regional Planning Agency approve forfeiture of all development rights banked to be vested with the city of South Lake Tahoe. Such forfeiture and vesting shall become effective 21 days after such approval is granted.

H. Expedited Permit Process for Photovoltaic and Electric Vehicle Charging Stations. To California Building Code Section 107.3 the following subsection shall be added:

1. Definitions. As used in this section:

"Electronic submittal" means the utilization of one or more of the following:

a. Electronic mail or email

b. The internet

“Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

“Reasonable restrictions” on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

“Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

“Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance” means:

For water heater systems or solar swimming pool heating systems: an amount exceeding ten (10) percent of the cost of the system, but in no case more than one thousand dollars ($1,000.00) or decreasing the efficiency of the solar energy system by an amount exceeding ten (10) percent, as originally specified and proposed.

For photovoltaic systems: an amount not to exceed one thousand dollars ($1,000.00) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten (10) percent as originally specified and proposed.

“Small residential rooftop solar energy system” means all of the following:

a. A solar energy system that is no larger than ten (10) kilowatts alternating current nameplate rating or thirty (30) kilowatts thermal.

b. A solar energy system that conforms to all applicable State fire, structural, electrical, and other building codes as adopted or amended by the county and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or designated from time to time.

c. A solar energy system that is installed on a single- or duplex-family dwelling.

d. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or designated from time to time.

“Specific adverse impact” means a significant, quantifiable, direct, unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

2. Small Residential Rooftop Solar Systems

a. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the City of South Lake Tahoe.

b. All solar energy systems shall be certified by an accredited listing agency.

c. All energy systems for producing and or supplying electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

d. Proof of approval by local utility must be presented with application.

3. Electric Vehicle Charging Stations

a. PURPOSE. The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

b. EXPEDITED PERMITTING PROCESS. Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” as published by the Governor’s Office of Planning and Research. The City’s adopted checklist shall be published on the City’s website.

c. PERMIT APPLICATION PROCESSING.

(i) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

(ii) A permit application that satisfies the information requirements in the City’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all

deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(iii) Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

d. TECHNICAL REVIEW

(i) It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a use permit.

(ii) In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

e. ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS

(i) Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

(ii) Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(iii) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(iv) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

I. Fire Watch. California Fire Code Section 403.11.1, Fire Watch Personnel, is hereby amended to read as follows:

When, in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other occupancy, because of the number of persons, or the nature of the noncompliance with the California Fire Code and/or the nature of the

performance, exhibition, display, contest or activity, the fire code official may require the owner, agent or lessee, to provide one or more fire watch personnel to perform fire watch duties during the times such places are open to the public, or when such activity requiring a fire watch is being conducted.

J. Building Address. Section 502.1 of the California Building Code, California Fire Code Section 505.1 and Section R308.1 of the California Residential Code are hereby amended to read as follows:

Approved numbers or addresses shall be provided for all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Address numbers and internal illumination shall be maintained. The addresses for new dwellings shall be posted with a minimum of four inch (4") high numbers with proportionate width that are plainly visible from the street. During hours of darkness, the numbers shall be internally illuminated. Posted numbers shall be placed on a contrasting background. Where building setbacks exceed one hundred feet (100') from the street or road fronting the property, additional contrasting six inch (6") high numbers shall be displayed at the property entrance. The addresses for new multi-family, new commercial and new industrial buildings shall be posted with a minimum of six-inch (6") high by three-quarters inch (3/4") stroke numbers. During the hours of darkness, the numbers shall be electrically illuminated. New multi-family, new commercial and new industrial buildings shall display address/suite numbers or letters six-inch (6") high by three-quarters inch (3/4") stroke placed on a contrasting background on the front and rear doors of each suite/unit.

K. Fire Access Grade. California Fire Code Section 503.2.7 is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. Where driveways serving one- and two- family dwelling units have a driveway gradient exceeding eight percent (8%), a separate emergency egress path of travel from the primary entrance of each dwelling unit to the public way shall be provided. All components of the separate emergency egress path of travel shall comply with all applicable provisions of the California Building Code.

L. Wildland-Urban Interface (WUI). California Building Code Chapter 7A, California Fire Code Chapter 49 and California Residential Code Section R337 are adopted in their entirety with the amendments to read as follows:

CITY OF SOUTH LAKE TAHOE IS DESIGNATED AS VERY-HIGH FIRE HAZARD SEVERITY ZONE. For purposes of clarification and enforcement of the following shall be added to each chapter preface: The City of South Lake Tahoe has adopted Ordinance 2019-1131 which designates all areas within the City of South Lake Tahoe a Very High Fire Severity Zone.

M. Freeze Protection. California Building Code and California Fire Code Section 903 are hereby added to the California Building Code and the California Fire Code to read as follows:

All sprinkler systems shall be suitably freeze-protected for climatic conditions as prescribed by the fire code official.

N. Roof Fire Rating. California Building Code Section 1505.1.1 and California Residential Code Section R902.1.1 are written here for emphasis and clarity:

The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

O. Snowshed Impact Areas. Add to California Building Code Section 1608.1 and to California Residential Code Section R301.2.3:

Snow shed Impact Areas Protection of Required Entries/Exits, Parking, and Driveways.

1. Roof surfaces and photovoltaic panels that are susceptible to rooftop avalanche risk shall be designed so that snow shed impact areas will not occur in or on entries/exits (required exits only for R-3 occupancies), vehicle parking areas, driveways, LPG storage tanks, gas meters, electrical meters, walkways, and public ways.

2. The minimum snow shed impact area shall have a setback of ten feet measured horizontally from a vertical line projecting from the roof eave to the other constructed elements such as fences, sheds, and patio covers.

3. The snow shed impact area may be eliminated provided an engineered snow restraint system, designed in accordance with this code, is incorporated into the roof design and, in other than R-3 occupancies, an approved roof drainage system (e.g., heated gutter and downspout) is installed to prevent ice formation/accumulation at the grade or access level.

4. Property owners shall maintain snow shed impact areas to prevent snow from encroaching beyond the impact area boundaries.

5. Existing structures may use engineered snow slide restraint devices without an approved roof drainage system to reduce hazards associated with the existing roof design.

P. Ice Dam Membrane. Add Section 1507.1.2 to the California Building Code and Section R905.1.2 to the California Residential Code as follows:

Title 15-10: An “Ice Guard” is required on roofs of heated areas of buildings. Roofs, regardless of covering, with a pitch of less than 8 in 12 shall be protected against leakage (caused by ice and snow) using an approved manufactured membrane installed per the manufacturer’s specifications and as approved by the building official. This application shall extend from the eave edge of the roof up the roof slope measured 5 feet beyond the wall line separating the conditioned and unconditioned space, and up 30 inches along each side of a valley. This “Ice Guard” shall be in addition to any other required underlayment.

Q. Local Design Criteria. Amend California Building Code Section 1603 and California Residential Code Table R301.2, Climatic and Geographic Design Criteria, by adding the following design criteria values as listed below in items 1 through 6 to read as follows:

1. Seismic Design Category: D

2. Subject to Weathering from Weathering: Negligible

3. Frost Line Depth: 18 inches

4. Termites: Yes

5. Climate Zone: 16

6. Ice Barrier Underlayment Required: Yes

R. Protection of Piping from Freezing. Add Section 312.13 to the California Plumbing Code as follows:

a. All water supply piping shall be protected from freezing by a minimum of 42 inches of earth covering.

b. All water piping shall be installed in such a manner to allow for the system to be drained.

c. Water piping shall not be installed or concealed in unheated walls, ceilings and attics.

S. Exhaust Vent Protection. Add Section 802.3.3.5 to the California Mechanical Code as follows:

a. Exhaust terminals and combustion air intakes shall not be located in areas in which could be sealed off around the perimeter with snow accumulation.

T. Electrical Installations. Add Article 80.13(a) and (b) to the California Electric Code as follows:

a. All electrical systems that are over 400 amps shall be designed by a California-licensed electrical engineer.

b. When changing out or adding a new electrical main panel, the subpanel, if so equipped, shall also be changed out to a breaker subpanel. No residential fuse panels will be allowed.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that wit would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Publication. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days after the date of its adoption.

SECTION 6. Environmental Findings. The City Councils finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations, in that the Council finds there is no possibility that the implementation of this Ordinance may have significant effects on the environment.

Adopted by the City of South Lake Tahoe City Council on November 18, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: November 4, 2025
Published:
Effective:

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

NOTICE OF A PUBLIC HEARING CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code, the City of South Lake Tahoe City Council will conduct a public hearing on November 4, at 9:00 am., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following agenda items:

- Adoption of an Ordinance (First Reading) amending Chapter 6.15 (Building Regulations) of Title 6 of the South Lake Tahoe City Code, to adopt the 2025 Building Standards Code (California Code of Regulations Title 24), including Green Building Code, Building Code, Fire Code, and related construction code.

Summary: The 2025 Title 24 California Code of Regulations includes the Building, Residential, Fire, Plumbing, Mechanical, Electrical, Historical, Existing, Green, and Energy Codes, which are reviewed and revised on a triennial cycle by the California Building Standards Commission. California Health and Safety Code Section 17922 requires local agencies to adopt the building standards contained in these uniform statewide codes. Section 17958 allows local agencies to modify the code to stricter standards that reflect local conditions. Appendices may also be adopted to provide code coverage for new or unusual methods of construction (Zachary Thomas, zthomas@cityofslt.gov).

Any interested person may appear at the public hearings and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues you, or someone else, raised at the public hearing described in this notice or written correspondence delivered to the City of South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

The City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City's website https://cityofslt.us/84/Watch-City-CouncilCommission-Meetings or by contacting the City Clerk at (530) 542-6005.

Published: October 24, 2025

Resolution 2025-009

Adopted by the City of South Lake Tahoe
Planning Commission

August 21, 2025

RECOMMENDING CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE SOUTH LAKE TAHOE CITY CODE, TITLE 6, CHAPTER 6.15 (BUILDING REGULATIONS), SECTION 6.15.010 AND 6.15.160, BY ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24), INCLUDING GREEN BUILDING CODE, BUILDING CODE, FIRE CODE, AND RELATED CONSTRUCTION CODES

BACKGROUND

A. California Health and Safety Code section 17922 requires local jurisdictions to adopt the building standards within California Code of Regulations, Title 24.

B. California Health and Safety Code section 17958 allows local jurisdictions to amend the building standards within California Code of Regulations, Title 24 to meet local geographic and climatic conditions. Only existing local amendments will be adopted with the Ordinance recommended by this Resolution.

C. AB 130, signed by Governor Newsom, prohibits amendments to the building standards within California Code of Regulations, Title 24 that are not filed by September 30, 2025. No new amendments are proposed.

D. California Code of Regulations, Title 24 does not include a property maintenance code. As such, the 2024 International Property Maintenance Code will be adopted as the regulatory code.

E. California Code of Regulations, Title 24 does not include a swimming pool, spa and hot tub code. As such, the 2024 International Swimming Pool, Spa and Hot Tub Code will be adopted as the regulatory code.

F. The 2025 California Administrative Code, California Code of Regulations, Title 24 Part 1 will be adopted.

G. The 2025 California Building Code, California Code of Regulations, Title 24 Part 2 will be adopted.

H. The 2025 California Residential Code, California Code of Regulations, Title 24 Part 2.5 will be adopted.

I. Appendix AW (3-D Printed Construction) of the California Residential Code is not enforceable unless adopted by the local jurisdiction. This appendix will also be adopted to provide additional construction methodology to the community.

J. The 2025 California Electrical Code, California Code of Regulations, Title 24 Part 3 will be adopted.

K. The 2025 California Mechanical Code, California Code of Regulations, Title 24 Part 4 will be adopted.

L. The 2025 California Plumbing Code, California Code of Regulations, Title 24 Part 5 will be adopted.

M. The 2025 California Energy Code, California Code of Regulations, Title 24 Part 6 will be adopted.

N. The 2025 California Historical Building Code, California Code of Regulations, Title 24 Part 8 will be adopted.

O. The 2025 California Fire Code, California Code of Regulations, Title 24 Part 9 will be adopted.

P. The 2025 California Existing Building Code, California Code of Regulations, Title 24 Part 10 will be adopted.

Q. The 2025 California Green Building Standards, California Code of Regulations, Title 24 Part 11 will be adopted.

R. The 2025 California Referenced Standards Code, California Code of Regulations, Title 24 Part 12 will be adopted.

S. On July 25, 2025, a public notice was published in the Tahoe Daily Tribune providing notice that the Planning Commission would consider the adoption of building standards on August 21, 2025.

T. The Planning Commission held a duly noticed public hearing on August 21, 2025 to hear objections or protests from those affected by the code adoption.

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

1. Recommends that the City Council of the City of South Lake Tahoe adopt an Ordinance amending the South Lake Tahoe City Code, Title 6, Chapter 6.15 (Building Regulations), Sections 6.15.010 and 6.15.160, by adopting the 2025

California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and related construction codes, as described in Background section of this Resolution and in the Ordinance.

Adopted by the City of South Lake Tahoe Planning Commission on August 21, 2025, by the following vote:

Yes: Wieczorek, Lucksinger, Feiger, Williams
Absent: Imhoff

Natalia Wieczorek (Aug 28, 2025 17:00:50 PDT)

Date: Aug 28, 2025

Natalia Wieczorek, Chair

Attest:

Michelle Davis, Assistant City Clerk

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

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 18, 2025

An Ordinance Amending the South Lake Tahoe City Code, Title 6, Chapter 6.15 (Building Regulations), Sections 6.15.010 and 6.15.160, by Adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), Including Green Building Code, Building Code, Fire Code, and Related Construction Codes

FINDINGS

A. The 2025 California Building Standards Codes (CBSC) were adopted on July 1, 2025, and become effective in California cities on January 1, 2026.
B. California Health and Safety Code section 17922 requires local agencies to adopt the building standards contained in these uniform statewide codes and Section 17958 allows cities to modify the codes to reflect local conditions.
C. The City of South Lake Tahoe has adopted amendments to the CBSC in the past based on specific findings of local geographic, topographic and climatic conditions, but is not making further local amendments at this time.
D. Additional findings with respect to certain prior amendments to the CBSC are as set forth in specific Code sections.
E. The Council hereby reaffirms such findings and confirms that the facts on which such findings were based continue to exist.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. South Lake Tahoe City Code section 6.15.010 is hereby amended to read in its entirety as follows.

6.15.010 Applicability, purpose and authority.
The purpose of this chapter is to adopt by reference the 2025 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, subject to the clarifications and amendments set forth in this chapter. The purpose of this chapter is also to provide minimum requirements and standards for the protection of public safety, health, property and welfare of the City of South Lake Tahoe. The following adopted codes prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, moving, demolition, occupancy, equipment use, height and area of buildings and structures:

A. Administrative Code Adopted. The 2025 Edition of the California Administrative Code, known as the California Code of Regulations, Title 24 Part 1, published by the International Code Council, is hereby adopted by reference.

B. Building Code Adopted. The 2025 Edition of the California Building Code, known as the California Code of Regulations, Title 24 Part 2, incorporating the 2024 Edition of the International Building Code, published by the International Code Council, including Appendix C, Group U, Agriculture

Buildings, Appendix F, Rodent-proofing, Appendix H, Signs, and Appendix I, Patio Covers, is hereby adopted by reference.

C. Residential Code Adopted. The 2025 Edition of the California Residential Code, known as the California Code of Regulations, Title 24 Part 2.5, incorporating the 2024 Edition of the International Residential Code, published by the International Code Council, including Chapter 1 and Appendix AW (3D Printed Construction), is hereby adopted by reference.

D. Electrical Code Adopted. The 2025 Edition of the California Electrical Code, known as the California Code of Regulations, Title 24 Part 3, incorporating the 2023 Edition of the National Electrical Code, published by the National Fire Protection Association, including Article 89, and Annex H is hereby adopted by reference.

E. Mechanical Code Adopted. The 2025 Edition of the California Mechanical Code, known as the California Code of Regulations, Title 24 Part 4, incorporating the 2024 Edition of the Uniform Mechanical Code, including Chapter 1, CMC Appendices A, B, C and D, is hereby adopted by reference.

F. Plumbing Code Adopted. The 2025 Edition of the California Plumbing Code, known as the California Code of Regulations, Title 24 Part 5, incorporating the 2024 Edition of the Uniform Plumbing Code, including appendices and installation standards, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference.

G. Energy Code Adopted. The 2025 California Energy Code, known as the California Code of Regulations, Title 24 Part 6, published by the California Energy Commission, is hereby adopted by reference.

H. Historical Building Code Adopted. The 2025 California Historical Building Code, known as the California Code of Regulations, Title 24 Part 8, published by the International Code Council, is hereby adopted by reference.

I. Fire Code Adopted. The 2025 Edition of the California Fire Code, known as the California Code of Regulations, Title 24 Part 9, incorporating the 2024 Edition of the International Fire Code, published by the International Code Council, including Chapter 1 and Appendices A, B, BB, C, CC, D, E, F, G, H, I, J, K, L, M, N, O, P and Q, is hereby adopted by reference.

J. Existing Building Code Adopted. The 2025 Edition of the California Existing Building Code, known as the California Code of Regulations, Title 24 Part 10, published by the International Code Council, is hereby adopted by reference.

K. Green Building Standards Code Adopted. The 2025 Edition of the California Green Building Standards Code, known as the California Code of Regulations, Title 24 Part 11, published by the International Code Council, is hereby adopted by reference.

L. Referenced Standards Code Adopted. The 2025 Edition of the California Referenced Standards Code, known as the California Code of Regulations, Title 24 Part 12, published by the International Code Council, is hereby adopted by reference.

M. Swimming Pool, Spa and Hot Tub Code Adopted. The 2024 Edition of the International Swimming Pool, Spa and Hot Tub Code, published by the International Code Council, is hereby adopted by reference.

N. International Property Maintenance Code Adopted. The 2024 Edition of the International Property Maintenance Code, published by the International Code Council, is hereby adopted by reference.

SECTION 2. South Lake Tahoe City Code section 6.15.160 is hereby amended to read in its entirety as follows.

6.15.160 Amendments, additions and deletions to the adopted codes.

A. California Building Code Section 105.5.1, California Residential Code Section R105.5.1, California Plumbing Code Section 104.4.3.1, California Mechanical Code Section 104.4.3.1 and California Electrical Code Article 89.108.4.1 are hereby amended to read as follows:

> Every permit issued by the building official under the provision of this code shall become invalid and expired unless the work authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 12 months after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. In order to renew action on an invalid permit after expiration, the permittee shall pay a new full permit fee and be accompanied with updated construction documents to reflect compliance with the most recent applicable codes based on the new submittal date.

B. Any permittee holding an unexpired permit for a new structure or addition may apply for an extension of the time for which work may be completed under that permit when the permittee is unable to complete work within the time required by this section for good and satisfactory reasons. The building official may extend a permit for a period not exceeding 180 days on written request by the permittee. The written request shall be submitted to the building official prior to the expiration date of the original permit. The request for an extension of an existing permit shall show that circumstances beyond the control of the permittee have prevented completion of the work authorized by the permit. No permit may be extended more than three years cumulatively.

C. California Building Code Section 109.2, California Fire Code Section 108.2, California Residential Code Section R108.2, California Plumbing Code Section 104.5, California Mechanical Code Section 104.5 and California Electrical Code Article 89.108.4.2 are hereby amended to read as follows:

> The fee for each permit shall be as set forth in this section and by city council resolution. The determination of value or valuation under any of the provisions of this code shall be made by the building official/fire code official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment. Fees shall be determined by the valuation as shown for good construction on the valuation table as published annually in the November/December issue of Building Standards magazine. Values shall be 100 percent of the valuation given in the basic valuation table. Fees shall be adjusted on the first day of January each year. The fee shall be as specified through adoption of resolution by the city council.
>
> EXCEPTION: Major projects for which the city contracts for inspection and/or plan review services shall be charged permit fees in accordance with the above section. Costs of additional plan review and/or overtime inspections required for project fast-tracking, or contractor scheduling, or due to changes in plans, shall be paid by the owner on a monthly basis. The fees shall be equal to the cost of service plus a 25 percent administrative fee.

The owner shall provide on-site office space for the resident inspector. Such office space shall be private and under the exclusive control of the resident inspector. Electric power, heat and phone service shall be provided to the office. Such office shall be maintained on-site until the final certificate of occupancy is issued.

For work requiring a permit not described on the valuation table, the valuation shall be determined by contract price for the work, subject to review by the building official.

The minimum permit fee under this section shall be as specified through adoption of resolution by the city council. Additional plan review as a result of incomplete submittals or changes to plans after approval of such plans will be charged a plan review fee.

A reinspection fee shall be charged for scheduled inspections when the work, for which an inspection was requested, is not ready for inspection. A reinspection fee shall also apply to additional inspections after the initial inspection for verifying correction of items noted in a correction notice.

Special inspection fees shall be charged with a one-hour minimum charge. Any inspections requested outside of regular work hours will be charged a three-hour minimum charge.

D. California Building Code Section 115.4, California Fire Code Section 113.4, and California Residential Code Section R114.4 are hereby amended to read as follows:

When a stop work order is issued an investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The permit fee for work without a permit shall be twice the normal permit fee. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

E. International Property Maintenance Code (IPMC) Section 105, Duties and Powers of the Code Official. Add the following text at the end of subsection 105.5:

The maximum time limit shall be determined by the city building official based upon the condition of the structure and the potential hazard involved. Once such determination has been made, the building official shall serve a copy of a notice and order which specifies the dangerous condition to be remedied, together with the timeline for correction, as determined by the building official. Prior to the expiration date specified in the notice and order, the property owner shall perform either the rehabilitation, renovation or removal, as set forth in the notice and order.

Abatement of abandoned or substantially damaged non dwelling unit structures shall be subject to the provisions contained in Chapter 4.60 SLTCC.

F. Authority to Utilize Alternate Method of Recovery of Cost of Demolition. In any case where the city has found it necessary to undertake an abatement process to demolish a structure which has been found by the building official to be unsafe, as defined within Section 108 of the International Property Maintenance Code, the city may elect, at its discretion, to recover costs of such abatement using the methods prescribed in subsection (G) of this section as an alternative to the procedure outlined in Sections 110.3 and 109.4 et seq. of the aforementioned code.

G. Alternate Method of Recovery of Cost of Demolition.

1. Prior to commencement of any demolition activity undertaken as part of the abatement of an unsafe structure, the city shall take all necessary steps to ensure that all development rights which may be present on the parcel are appropriately banked with the Tahoe Regional Planning Agency and the South Tahoe Public Utility District. All such rights, which may include, but not be limited to, development rights, allocations, commercial square footage, hard and soft coverage rights, and sewer units, shall be banked to remain on the parcel upon which the demolition activity will be completed.

2. Upon completion of all demolition activities, an accounting of expenses shall be completed by the administrative services director and a public hearing to consider confirmation of the costs of the abatement shall be scheduled, noticed and conducted in accordance with Section 107 et seq. of the International Property Maintenance Code.

The notice mailed to the owner of record for the property which is the subject of the abatement process shall contain a statement which substantively reads as follows:

IMPORTANT NOTICE TO THE PROPERTY OWNER

Development rights attributable to your property and recognized by the Tahoe Regional Planning Agency have been banked with that agency. These rights have considerable value. In order to retain ownership of these development rights, you must pay any and all costs of the abatement process which may be confirmed by the City Council at the scheduled hearing no later than sixty-five (65) days following the date of said hearing.

Your failure to pay the confirmed costs of said abatement within sixty-five (65) days of the date of the hearing will result in FORFEITURE OF THE DEVELOPMENT RIGHTS ASSOCIATED WITH YOUR PROPERTY.

SUCH FORFEITURE MAY ULTIMATELY PROHIBIT YOU OR ANYONE IN THE FUTURE FROM REDEVELOPING YOUR PROPERTY.

3. Upon completion of the hearing process to confirm the costs of the abatement process, the owner of the property subject to the abatement shall have 65 days from the date of the hearing to pay all costs of the abatement which have been confirmed by the city council. In the event all costs are not paid within the specified time period, the city shall notify the Tahoe Regional Planning Agency of the city council's confirmation of costs of the abatement process and the failure of the property owner to pay said costs, and shall request that the Tahoe Regional Planning Agency approve forfeiture of all development rights banked to be vested with the city of South Lake Tahoe. Such forfeiture and vesting shall become effective 21 days after such approval is granted.

H. Expedited Permit Process for Photovoltaic and Electric Vehicle Charging Stations. To California Building Code Section 107.3 the following subsection shall be added:

1. Definitions. As used in this section:

"Electronic submittal" means the utilization of one or more of the following:

a. Electronic mail or email

b. The internet

“Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

“Reasonable restrictions” on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

“Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

“Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance” means:

For water heater systems or solar swimming pool heating systems: an amount exceeding ten (10) percent of the cost of the system, but in no case more than one thousand dollars ($1,000.00) or decreasing the efficiency of the solar energy system by an amount exceeding ten (10) percent, as originally specified and proposed.

For photovoltaic systems: an amount not to exceed one thousand dollars ($1,000.00) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten (10) percent as originally specified and proposed.

“Small residential rooftop solar energy system” means all of the following:

a. A solar energy system that is no larger than ten (10) kilowatts alternating current nameplate rating or thirty (30) kilowatts thermal.

b. A solar energy system that conforms to all applicable State fire, structural, electrical, and other building codes as adopted or amended by the county and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or designated from time to time.

c. A solar energy system that is installed on a single- or duplex-family dwelling.

d. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or designated from time to time.

“Specific adverse impact” means a significant, quantifiable, direct, unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

2. Small Residential Rooftop Solar Systems

a. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the City of South Lake Tahoe.

b. All solar energy systems shall be certified by an accredited listing agency.

c. All energy systems for producing and or supplying electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

d. Proof of approval by local utility must be presented with application.

3. Electric Vehicle Charging Stations

a. PURPOSE. The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

b. EXPEDITED PERMITTING PROCESS. Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” as published by the Governor’s Office of Planning and Research. The City’s adopted checklist shall be published on the City’s website.

c. PERMIT APPLICATION PROCESSING.

(i) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

(ii) A permit application that satisfies the information requirements in the City’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all

deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(iii) Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

d. TECHNICAL REVIEW

(i) It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a use permit.

(ii) In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

e. ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS

(i) Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

(ii) Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(iii) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(iv) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

I. Fire Watch. California Fire Code Section 403.11.1, Fire Watch Personnel, is hereby amended to read as follows:

When, in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other occupancy, because of the number of persons, or the nature of the noncompliance with the California Fire Code and/or the nature of the

performance, exhibition, display, contest or activity, the fire code official may require the owner, agent or lessee, to provide one or more fire watch personnel to perform fire watch duties during the times such places are open to the public, or when such activity requiring a fire watch is being conducted.

J. Building Address. Section 502.1 of the California Building Code, California Fire Code Section 505.1 and Section R308.1 of the California Residential Code are hereby amended to read as follows:

Approved numbers or addresses shall be provided for all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Address numbers and internal illumination shall be maintained. The addresses for new dwellings shall be posted with a minimum of four inch (4") high numbers with proportionate width that are plainly visible from the street. During hours of darkness, the numbers shall be internally illuminated. Posted numbers shall be placed on a contrasting background. Where building setbacks exceed one hundred feet (100') from the street or road fronting the property, additional contrasting six inch (6") high numbers shall be displayed at the property entrance. The addresses for new multi-family, new commercial and new industrial buildings shall be posted with a minimum of six-inch (6") high by three-quarters inch (3/4") stroke numbers. During the hours of darkness, the numbers shall be electrically illuminated. New multi-family, new commercial and new industrial buildings shall display address/suite numbers or letters six-inch (6") high by three-quarters inch (3/4") stroke placed on a contrasting background on the front and rear doors of each suite/unit.

K. Fire Access Grade. California Fire Code Section 503.2.7 is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus. Where driveways serving one- and two- family dwelling units have a driveway gradient exceeding eight percent (8%), a separate emergency egress path of travel from the primary entrance of each dwelling unit to the public way shall be provided. All components of the separate emergency egress path of travel shall comply with all applicable provisions of the California Building Code.

L. Wildland-Urban Interface (WUI). California Building Code Chapter 7A, California Fire Code Chapter 49 and California Residential Code Section R337 are adopted in their entirety with the amendments to read as follows:

CITY OF SOUTH LAKE TAHOE IS DESIGNATED AS VERY-HIGH FIRE HAZARD SEVERITY ZONE. For purposes of clarification and enforcement of the following shall be added to each chapter preface: The City of South Lake Tahoe has adopted Ordinance 2019-1131 which designates all areas within the City of South Lake Tahoe a Very High Fire Severity Zone.

M. Freeze Protection. California Building Code and California Fire Code Section 903 are hereby added to the California Building Code and the California Fire Code to read as follows:

All sprinkler systems shall be suitably freeze-protected for climatic conditions as prescribed by the fire code official.

N. Roof Fire Rating. California Building Code Section 1505.1.1 and California Residential Code Section R902.1.1 are written here for emphasis and clarity:

The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

O. Snowshed Impact Areas. Add to California Building Code Section 1608.1 and to California Residential Code Section R301.2.3:

Snow shed Impact Areas Protection of Required Entries/Exits, Parking, and Driveways.

1. Roof surfaces and photovoltaic panels that are susceptible to rooftop avalanche risk shall be designed so that snow shed impact areas will not occur in or on entries/exits (required exits only for R-3 occupancies), vehicle parking areas, driveways, LPG storage tanks, gas meters, electrical meters, walkways, and public ways.

2. The minimum snow shed impact area shall have a setback of ten feet measured horizontally from a vertical line projecting from the roof eave to the other constructed elements such as fences, sheds, and patio covers.

3. The snow shed impact area may be eliminated provided an engineered snow restraint system, designed in accordance with this code, is incorporated into the roof design and, in other than R-3 occupancies, an approved roof drainage system (e.g., heated gutter and downspout) is installed to prevent ice formation/accumulation at the grade or access level.

4. Property owners shall maintain snow shed impact areas to prevent snow from encroaching beyond the impact area boundaries.

5. Existing structures may use engineered snow slide restraint devices without an approved roof drainage system to reduce hazards associated with the existing roof design.

P. Ice Dam Membrane. Add Section 1507.1.2 to the California Building Code and Section R905.1.2 to the California Residential Code as follows:

Title 15-10: An “Ice Guard” is required on roofs of heated areas of buildings. Roofs, regardless of covering, with a pitch of less than 8 in 12 shall be protected against leakage (caused by ice and snow) using an approved manufactured membrane installed per the manufacturer’s specifications and as approved by the building official. This application shall extend from the eave edge of the roof up the roof slope measured 5 feet beyond the wall line separating the conditioned and unconditioned space, and up 30 inches along each side of a valley. This “Ice Guard” shall be in addition to any other required underlayment.

Q. Local Design Criteria. Amend California Building Code Section 1603 and California Residential Code Table R301.2, Climatic and Geographic Design Criteria, by adding the following design criteria values as listed below in items 1 through 6 to read as follows:

1. Seismic Design Category: D

2. Subject to Weathering from Weathering: Negligible

3. Frost Line Depth: 18 inches

4. Termites: Yes

5. Climate Zone: 16

6. Ice Barrier Underlayment Required: Yes

R. Protection of Piping from Freezing. Add Section 312.13 to the California Plumbing Code as follows:

a. All water supply piping shall be protected from freezing by a minimum of 42 inches of earth covering.

b. All water piping shall be installed in such a manner to allow for the system to be drained.

c. Water piping shall not be installed or concealed in unheated walls, ceilings and attics.

S. Exhaust Vent Protection. Add Section 802.3.3.5 to the California Mechanical Code as follows:

a. Exhaust terminals and combustion air intakes shall not be located in areas in which could be sealed off around the perimeter with snow accumulation.

T. Electrical Installations. Add Article 80.13(a) and (b) to the California Electric Code as follows:

a. All electrical systems that are over 400 amps shall be designed by a California-licensed electrical engineer.

b. When changing out or adding a new electrical main panel, the subpanel, if so equipped, shall also be changed out to a breaker subpanel. No residential fuse panels will be allowed.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that wit would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Publication. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days after the date of its adoption.

SECTION 6. Environmental Findings. The City Councils finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations, in that the Council finds there is no possibility that the implementation of this Ordinance may have significant effects on the environment.

Adopted by the City of South Lake Tahoe City Council on November 18, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: October 21, 2025
Published:
Effective:

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

Resolution 2025-009_City Code Amendments

Final Audit Report 2025-08-29

Created:	2025-08-28
By:	Yvette Miranda (ymiranda@cityofslt.us)
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"Resolution 2025-009_City Code Amendments" History

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Signer nwieczorek@cityofslt.us entered name at signing as Natalia Wieczorek
2025-08-29 - 0:00:48 AM GMT

Document e-signed by Natalia Wieczorek (nwieczorek@cityofslt.us)
Signature Date: 2025-08-29 - 0:00:50 AM GMT - Time Source: server

Agreement completed.
2025-08-29 - 0:00:50 AM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #: 18

Agenda Item: Reducing the City's Cannabis Business and Professions Tax Rate and Eliminating Public Safety Mitigation Fee

Executive Summary: The Cannabis Business and Professions Tax rate adopted by voters in 2022 (Measure G) is 6% of gross receipts on retail, distribution, and manufacturing and $20 per square foot of canopy for cultivation. This rate is the maximum rate allowable under Measure G. City Council may lower the rate by resolution without voter approval. On September 9, 2025, City Council voted 4-0-1 (with Mayor Pro Tem Bass recused) that staff pursue legislative changes to establish a new cannabis tax rate of 3% for commercial cannabis activity; explore the capacity of existing legislation to support a 0% tax rate for medical cannabis; engage with relevant lobbying and outreach organizations to advocate for lowering the State tax rate; and eliminate the public safety mitigation fee.

Requested Action / Suggested Motions: Pass: 1) Resolution Reducing Cannabis Tax Rate from 6 Percent to 3 Percent of Gross Receipts and Exempting Tax for Medical Cannabis; 2) Resolution Eliminating Public Safety Mitigation Fee; and, 3) Pass a Motion authorizing a councilmember to execute the Resolutions.

Responsible Staff Member: Olga Tikhomirova, Director of Finance

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

01-Staff Report Reducing Cannabis Tax Rate and Eliminating Public Safety Mitigation Fee.docx
02-Resolution Reducing Cannabis Tax Rate.docx
03-Resolution Eliminating Public Safety Mitigation Fee.docx

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

Meeting Date: November 4, 2025

Title: **Resolutions Reducing the City's Cannabis Business and Professions Tax Rate and Eliminating Public Safety Mitigation Fee**

Location: Citywide

Responsible Staff Members: Olga Tikhomirova, Director of Finance

Background: In November 2022, South Lake Tahoe voters approved Measure G, a ballot initiative that replaced the Community Benefit Fee with the Cannabis Business and Professions Tax. Measure G also replaced the existing Business and Professions Tax for cannabis businesses collected under Article II of Chapter 3.35 of Title 3 of the South Lake Tahoe City Code.

The cannabis tax adopted by voters was set at the same rate as the Community Benefit Fee outlined in development agreements at the time:

- Retail, distribution, and manufacturing: 6% of gross receipts
- Cultivation: $20 per square foot of canopy

Currently, the City collects approximately $900,000 annually in cannabis tax revenue from four licensed businesses. In addition to the 6% cannabis tax, businesses are responsible for:

- Public Safety Mitigation Fee: $18,750 or $26,250 (if cultivation is involved)
- Public Safety License Fee: $1,190 annually per business

These revenues help fund one dedicated police officer overseeing cannabis regulatory compliance. Additionally, the City Council has consistently allocated $400,000 annually toward a grant program for local schools, nonprofits, and public agencies. These grant programs, funded by cannabis revenue, are designed to mitigate potential impacts of the cannabis industry and support the priorities of the City Strategic Plan. Cannabis revenue also contributes to capital improvement projects and other City services.

Under Measure G:

- 6% is the maximum rate allowable.
- The City Council may lower the rate by resolution without voter approval.
- Increasing the rate would require voter approval.

On September 9, 2025, staff presented a status report on the Measure G Tax to the City Council at the request of local cannabis businesses. Business owners and operators expressed concern about the state cannabis tax increase from 15% to 19%, effective July 1, 2025. Staff sought Council direction on whether to prepare a formal resolution to reduce

the local cannabis tax rate and/or other fees, and if so, by how much. City Council voted 4-0-1 (with Mayor Pro Tem Bass recused), that staff pursue legislative changes to:

1. Establish a new cannabis tax rate of 3% for commercial cannabis activity.
2. Explore the capacity of existing legislation to support a 0% tax rate for medical cannabis.
3. Engage with relevant lobbying and outreach organizations to advocate for lowering the State tax rate.
4. Eliminate the public safety mitigation fee.

Issue and Discussion: Staff has confirmed that the City Council may set different rates for different categories of cannabis businesses (i.e. medical cannabis) as long as they do not exceed the maximums established in City Code.

First attached resolution:

- Exempts all business activity related to “medicinal cannabis” or “medicinal cannabis product” from the Cannabis Business and Professions Tax. Staff will develop reporting procedures for these activities.
- Sets the tax rate for commercial cannabis activity at 3% of gross receipts.
- Maintains the cultivation tax at $20 per square foot of canopy

Second attached resolution:

- Eliminates the public safety mitigation fee established by Resolution 2019-013.

The first resolution will take effect December 1, 2025, and remain in effect until December 1, 2026, after which it will expire unless extended by City Council. Annual renewal allows for periodic review of the reduced rate. If necessary, Council may allow the resolution to lapse, reverting rates to their original levels.

The public safety mitigation fee will be eliminated starting with the 2026 cycle.

Financial Implications: Reducing the cannabis retail tax rate from 6% to 3% is expected to result in an estimated $450,000 revenue loss. Eliminating the public safety mitigation fee will result in an additional $82,500 revenue loss. These reductions will impact community grants, infrastructure, and public services funded by these revenues.

Funding for the permanent police officer position, currently partially supported by the public safety mitigation fee, will need to be funded from the reduced cannabis tax revenue.

Environmental Considerations: This action is not a project requiring review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: This action advances Action Item 4.5 (evaluate cannabis tax and mitigation fee structure) in Priority 4 (Grow and Diversify the Economy).

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 4, 2025

Reducing the City's
Cannabis Business and Professions Tax

BACKGROUND

A. On November 8, 2022, the City's voters approved Measure G, which added the South Lake Tahoe Cannabis Business and Professions Tax to the City Code. (SLTCC, §§ 3.35.350–3.35.480.)

B. This tax specifies maximum rates of $20 per square foot of canopy for commercial cannabis cultivation, and six percent of gross receipts for all other commercial cannabis activity. (SLTCC, § 3.35.380(B).)

C. The City Council is authorized, by resolution, to adjust these rates "or establish differing tax rates for different categories of cannabis business," as long as those rates do not exceed the maximums noted above. (SLTCC, § 3.35.380(C).)

D. Consistently with state law, the City's general regulations for cannabis businesses distinguish medical cannabis products, and the businesses that provide them, from businesses that provide such products for other purposes. (E.g., SLTCC, §§ 6.55.700, 6.55.710, 6.55.800(B)(3) & (B)(5).) However, the Cannabis Business and Professions Tax does not make this distinction, applying the rates noted above to all cannabis businesses alike.

E. The City Council intends hereby to reduce the Cannabis Business and Professions Tax and distinguish medical from non-medical cannabis products in its application.

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

1. Exempts all business activity related to "medicinal cannabis" or "medicinal cannabis products," as defined in Section 6.55.710 of the City Code, from the Cannabis Business and Professions Tax. (SLTCC, §§ 3.35.350–3.35.480.) The City Manager or his designee is hereby directed to develop procedures to determine how much of a given business's activity is related to "medicinal cannabis" or "medicinal cannabis products," and thus how much of that activity falls within this exemption. These procedures may include, but need not be limited to, regular reports from affected businesses and City audits of those reports. (See SLTCC, §§ 3.35.120, 3.35.450.)

2. Sets the tax rate on gross receipts from commercial cannabis activity at 3 percent. (SLTCC, § 3.35.380(B)(2) & (C).) The tax rate for commercial cannabis cultivation shall remain $20 per square foot of canopy.

3. Orders that this Resolution shall take effect on December 1, 2025, and it shall remain in effect until December 1, 2026, after which date it shall expire and the rates set forth in Section 3.35.380(B) of the City Code shall be reinstated for all cannabis businesses in the City's jurisdiction. Provided, the City Council reserves its right to extend that expiration date, to repeal this Resolution prior to that expiration date, or to take any other action as to the Cannabis Business and Professions Tax consistent with the City Code and state law.

Adopted by the City of South Lake Tahoe City Council on November 4, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
, Councilmember

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 2025-XXX

Adopted by the City of South Lake Tahoe City Council

November 4, 2025

Eliminating Public Safety Mitigation Fee

BACKGROUND

A. Ordinance No. 2019-1126 enacted South Lake Tahoe City Code sections 6.55.750 and 6.55.790, which authorize the City Council, by resolution, among others actions, to establish the amount of a public safety impact mitigation fee based on pro-rata share of the annual enforcement costs for cannabis businesses within the city; and fee amounts for annual review of cannabis businesses for full compliance with the South Lake Tahoe City Code and the terms of the development agreement.

B. On March 5, 2019, the City Council adopted Resolution 2019-013 establishing the Cannabis Public Safety Impact Mitigation fee necessary to recover the reasonable regulatory costs to the City for performing investigations, inspections, and audits of cannabis businesses and the administrative and enforcement adjudication, as directed by Ordinance No. 2019-1126

C. Resolution 2019-013 also added one (1) permanent Police Officer position partially funded by this fee.

D. On September 9, 2025, City Council voted 4-0-1 (with Mayor Pro Tem Bass recused) to direct staff to pursue several legislative changes related to cannabis businesses taxes and fees, including the elimination of the public safety mitigation fee.

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

1. Eliminates Public Safety Mitigation Fees effective the cycle starting in 2026 calendar year.

Adopted by the City of South Lake Tahoe City Council on November 4, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
, Councilmember

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: November 4, 2025

Agenda Item #: 19

Agenda Item: Preapproved Accessory Dwelling Unit (ADU) Designs Approval

Executive Summary: Infill housing, including accessory dwelling units (ADUs), is a crucial element in the Cityâ€™s plan to provide a diverse housing supply. On March 12, 2024, City Council directed staff to develop a Request for Proposal (RFP) to procure a consultant. On December 10th, 2024, City Council approved a Professional Services Agreement (PSA) with Workbench in the amount not to exceed $125,000. The Scope of Work includes developing code-compliant, preapproved ADU construction plans for free to the public, reducing time frames and fees, in addition to providing a list of ADU modular products that can be used in Lake Tahoe. On June 3, 2025, the City Council directed staff to focus on smaller-sized units (800 square feet or less) consistent with the findings in the developable lots analysis. On August 21, 2025 staff presented nine ADU designs to Planning Commission and recommended the approval of four designs. Planning Commission passed a motion accepting the four staff recommended designs and the Commission provided two additional design recommendations.

Requested Action / Suggested Motions:

Pass a Motion accepting the four selected ADU designs, authorizing and directing the Mayor to execute the amendment with Workbench to develop a booklet of modular/prefabricated products for an additional $5,900, and directing staff to preapprove 1-2 ADU designs from the modular/prefabricated product list.

Responsible Staff Member: Crystal Plotner, Assistant Housing Planner

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

Attachments:

01-Staff_Report_ADU_CCNov42025.docx
02-SLT ADUs_2025-1104_City Council Meeting.pdf
03- C-315-2024 Workbench Contract- signed 12.10.24.pdf
04- 20250903 ASA#2 Modular booklet.pdf
05-Amendment - No. 1 to Agreement with Workbench.docx

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

Meeting Date: November 4, 2025

Title: Preapproved Accessory Dwelling Unit (ADU) Designs Approval

Location: Citywide

Responsible Staff Member: Crystal Plotner, Assistant Housing Planner

Background: Effectively addressing the housing crisis involves hitting the right balance between numerous policies and programs and allocating resources to implement them effectively. Infill housing, including accessory dwelling units (ADUs), is a crucial element in the City's plan to provide a diverse housing supply. The state and city have responded to the housing crisis by passing new laws and ordinances to encourage the construction of ADUs. City staff created an Accessory Dwelling Unit Guidebook in July 2023, which provides a how-to guide for obtaining permits for ADUs, as well as resources and incentives.

On March 12th, 2024, City Council directed staff to develop a Request for Proposal (RFP) to procure a consultant to develop Preapproved ADU plans that will be provided to the public for free in the city. Preapproved ADU plans can provide code-compliant ADU construction plans that can be obtained online and would not have to go through the plan check process, reducing time frames and fees to further incentivize ADU development.

A Request for Proposals (RFP) was released on June 14th, 2024 with proposals due on July 19th, 2024.

After the review process, it was determined that Workbench would be the best firm to assist the City in developing Preapproved Accessory Dwelling Unit plans. On December 10th, 2024, City Council approved a Professional Services Agreement (PSA) with Workbench in the amount not to exceed $125,000 for the development of the Preapproved Accessory Dwelling Unit plans.

The Scope of Work includes five tasks including: project management, an analysis of city developable lots, final drawing set for Preapproved ADUs, a list of prefabricated products that can be used in South Lake Tahoe, and public meetings. The plan check-ready construction plans will include a Studio ADU, a 1-bedroom ADU, a 2-bedroom ADU, and a garage design with an upstairs ADU.

On June 3rd, 2025, staff presented a parcel analysis of developable city lots to City Council. City Council passed Motion 2025-057 directing staff to continue with the Workbench contract to develop preapproved ADU plans, and preapproved ADU products, focused on smaller-sized units (800 square feet or less) consistent with the findings of the developable city lots analysis.

Issue and Discussion: At the June 3rd City Council meeting, Council provided guidance to focus on ADU designs that are 800 square feet or smaller. With this direction, Workbench provided nine initial design options consisting of the following:

- One studio option
- Three options for a one-bedroom ADU
- Two roofline options for a two-bedroom ADU
- Three options for a two-car garage with an upstairs ADU.

In addition, staff is recommending an amendment to the PSA to incorporate a user-friendly booklet be added to the Scope of Work. Workbench is compiling a detailed spreadsheet of prefabricated/modular ADU manufacturers under Task Four in the Scope of Work. Workbench can synthesize the information from the prefabricated product list into a user-friendly booklet for the public. This option is outside the current scope of the Professional Service Agreement and would require an amendment to the agreement for an additional $5,900.

In the process of reviewing the list of prefabricated/modular ADU manufacturers, staff found that the majority of the companies only manufacture products based on their own ADU designs. Presently, only one company on the list accepts customized ADU designs and would possibly be able to manufacture ADUs based on the Workbench preapproved ADU designs. In order to provide more prefabricated/modular ADU options, if directed to do so, staff can identify one or two ADU designs from the prefab list and work with the manufacturer to preapprove those designs to be plan-check ready.

Planning Commission Review

All nine options along with staff's four recommended designs were presented to the Planning Commission at the August 21, 2025 Planning Commission meeting. The Planning commission agreed with the recommendation of staff and passed a motion (moved by Commission Chair Wieczorek, seconded by Commissioner Williams) accepting the four staff recommended designs with the following additional recommendations:

1. Garage + ADU Design: replace the double garage doors with a single overhead door.
2. Develop a fifth design for an alternative garage + ADU option featuring a tandem garage to reduce driveway coverage and better fit many of the city's rectangular shaped parcels. Tandem garages are longer, narrower garages with single file parking.

The addition of the tandem garage design is outside the scope of the existing Professional Services Agreement and budget for the four ADU designs approved by City Council. If City Council would like Workbench to develop a tandem garage ADU design, an amendment to the Professional Services Agreement and additional budget would be required.

Staff is presenting three options to the City Council. Option 1 represents the basic Scope or Work of developing 4 preapproved ADU designs. Options 2 and 3 are "add-on" options that may provide additional alternatives to the public related to prefabricated products.

Option	Summary	Pro	Con
Option 1	Accept the four recommended ADU designs	No additional budget is necessary	The fifth design for a tandem garage is not included
Option 2 "Add-On"	Approve a PSA amendment to create a booklet of prefab/modular products that are code compliant for South Lake Tahoe	Provides a user friendly list of prefab/modular manufacturers for the public	Additional funding will be required which is beyond the current Scope of Work in the PSA for an estimated $5,900
Option 3 "Add-On"	Select ADU design(s) from the modular/prefab list to preapprove to be plan check ready	Provides plan check ready, prefab ADU options	Requires additional staff time and resources

Staff recommends that the City Council pass a Motion to: 1) Accept the four selected ADU designs, and 2) Approve an amendment with Workbench to develop a booklet of modular/prefabricated products for an additional $5,900, and 3) Direct staff to preapprove 1-2 ADU designs from the modular/prefabricated product list.

Financial Implications: The approved Professional Service Agreement with Workbench, in an amount not to exceed $125,000, for the development of Preapproved Accessory Dwelling Unit plans is grant-funded by the Permanent Local Housing Allocation (PLHA) Formula – Year 4 allocation over 5 years. The prefabricated/modular ADU booklet is estimated to cost $5,900. The amendment to the Professional Services Agreement for the booklet would be funded from the Planning Professional Services Account #1003710-42020.

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

Policy Implications: The following adopted policies and programs are applicable to this discussion:

City of South Lake Tahoe Strategic Plan

1.8 Evaluate ability to reduce regulations for development and streamline approval process.

City General Plan Housing Element

Policy 2-3 The City shall encourage a range of housing options so that people who work in South Lake Tahoe can choose to live in the city.

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 2-8 Mitigation of TRPA Regulations – Accessory Dwelling Units and Junior Accessory Dwelling Units.

CONCEPTUAL DESIGN

CITY OF SOUTH LAKE TAHOE

SOUTH LAKE TAHOE, CALIFORNIA

Pre-Designed ADU Program
November 4, 2025



505 workbench


1
PROJECT OVERVIEW
2
CONCEPTUAL DESIGN
3
NEXT STEPS
4
OPEN DISCUSSION



PROJECT OVERVIEW

1

Project Goals
Project Scope
Project Timeline
Project Deliverables

PROJECT GOALS



PROJECT SCOPE

CITY OF SOUTH LAKE TAHOE ADU PROGRAM

Create footprints under 800 SQ FT (total footprint) to work on a majority of lots



STUDIO

300 to 400
Square Feet
0 Beds
1 Baths



1 BEDROOM

500 to 650
Square Feet
1 Bed
1 Bath



2 BEDROOM

749 to 800 Square
Feet
2 Beds
1 Baths



ADU + GARAGE

600 Square Feet
1 Bed
1 Bath

PROJECT TIMELINE

ARCHITECTURAL DESIGN TIMELINE – 2025/2026

6/3 City Council Meeting

8/21 Planning Commission Hearing

11/4 City Council Meeting

- **Jan 13 – Feb 3 : Informational Gathering/Project Startup**
  - Jan 13 : Client Meeting #1 - Kickoff Meeting
  - Feb 12 : Client Meeting #2 - Analysis of Developable Lots
- **Feb 13 - Mar 13 : Analysis meeting with City research**
  - Mar 13: Client Meeting #2.5- Analysis of Developable Lots by SLT
- **July 1 – Sept 23rd: Concept Design**
  - July 18 : Client Meeting #3 - 50% Concept Review
  - August 21: Client Meeting #4 - 100% Concept Review

November 4: City Council Meeting - Client Meeting #5

- **Nov. 7th – Dec. 1st: Design Development + 50% Construction Documents**
  - Dec 1: Client Meeting #6 - 50% DD Review
  - Dec 16: Client Meeting #7 - 100% DD + 50% CD Review
- **December 17th – Jan. 16th : Construction Documents**
  - Dec. 19th: Client Meeting #8 - 95% CD Page Turn
- **Dec 22nd: Submittal to City for Review/Plan Check**
  - Dec 22nd: 95% CD Submittal (2 week jurisdictional review) + 1 week for corrections
  - Jan. 14th: 100% CD Submittal (1 week jurisdictional review) + 1 week for corrections
- **Jan 23rd, 2026: Final Deliverables Submitted to City**

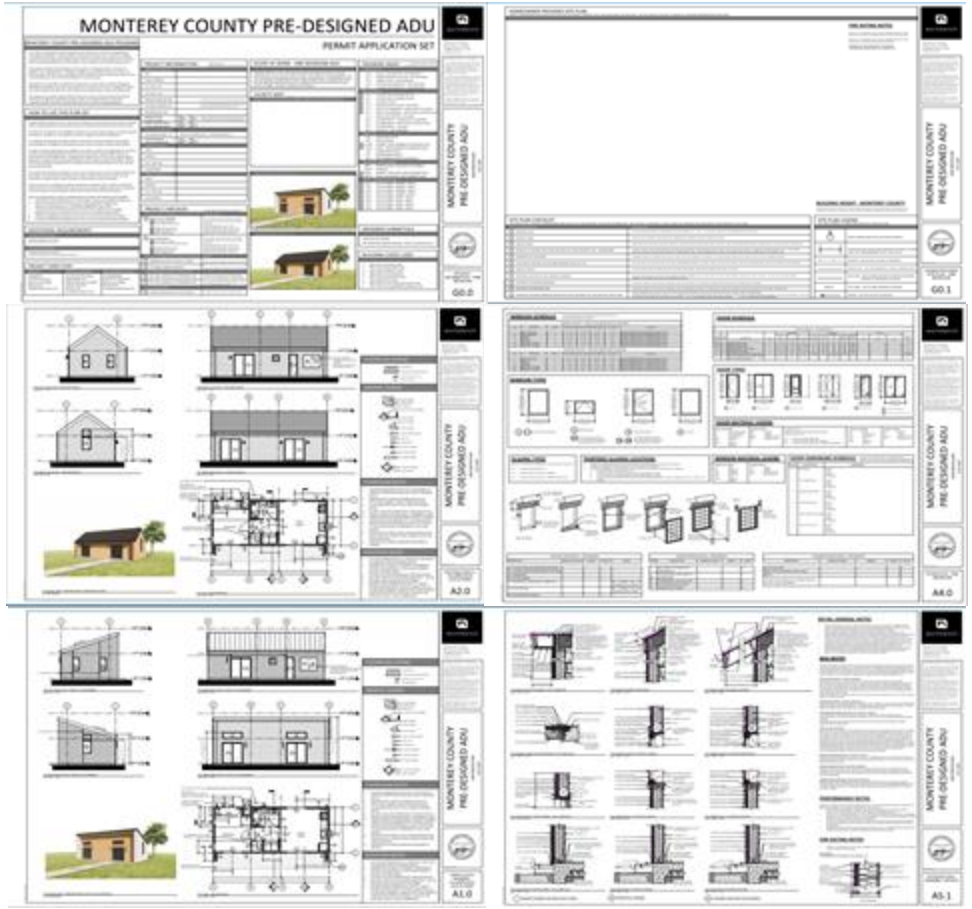
PROJECT DELIVERABLE

PRE-DESIGNED PLAN SETS

User-friendly for homeowners, contractors, and county reviewers.

One plan set per unit size, containing

- Cover sheet with key information and homeowner checklist
- Blank site plan
- Architectural drawings for each exterior style
- Architectural details
- Schedules (window, door, appliance, lighting)
- Structural drawings
- MEP Plans
- Title 24 Report





CONCEPTUAL DESIGN

3

Determining Unit Footprints
Proposed ADU Floorplans
Exterior Ideas

CONCEPT DESIGN

DETERMINING ADU SIZES AND FOOTPRINTS - SMALL LOTS

<800sf

- Smaller footprints overall to allow for site coverage restraints
- Needs to work in back and front yards; corner lots
- Ability to rotate plan to accommodate range of front yard sites
- Not just a box- create patio spaces and decks to transition between street/ADU or house



Typically 50' x '100', or 60 x 100' Lots





PROPOSED ADU SIZES

Studio Unit: Approx. 345 SF



Original: Coastline Studio at 315 SF

1 Bedroom Unit: Approx. 650 SF



Original: Seaside 1 Bedroom at 625 SF

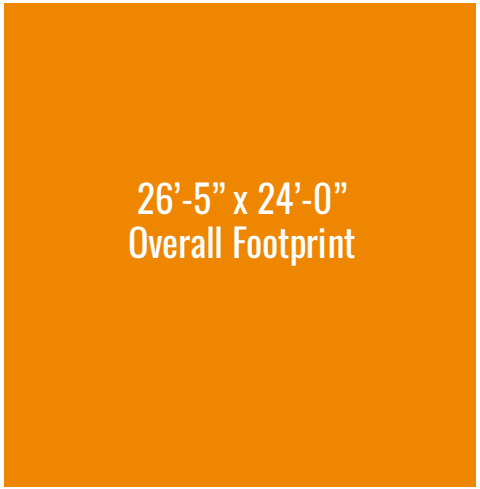
PROPOSED ADU SIZES

2 Bedroom Unit: Approx. 799 SF



Original: Peninsula at 750 SF

ADU + Garage Unit:
485 SF + 602 SF = 1,087 SF



PROPOSED PLAN – Studio Unit

Studio Unit:

- Unit area: 322 SF
- Site coverage: 345 SF

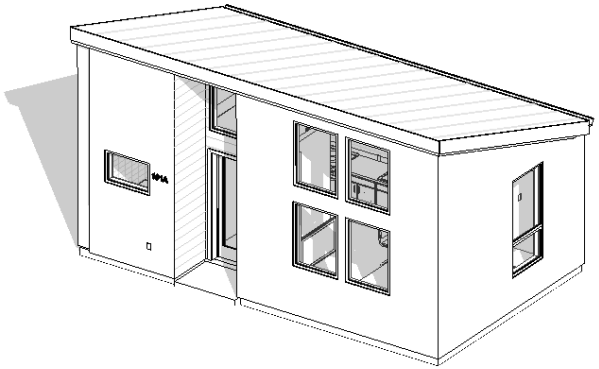


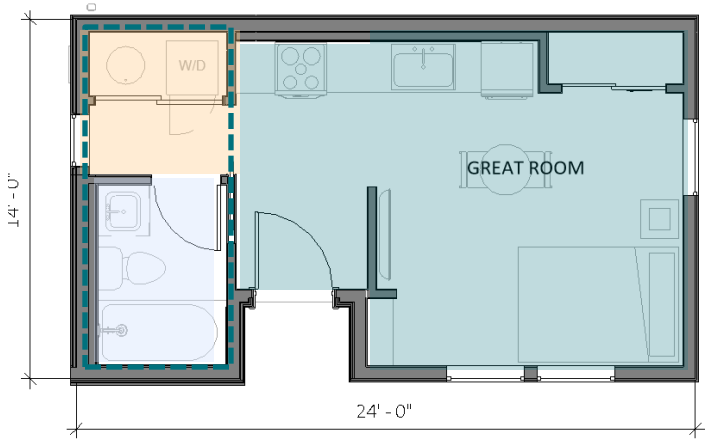
Original: Coastline Studio at 315 SF

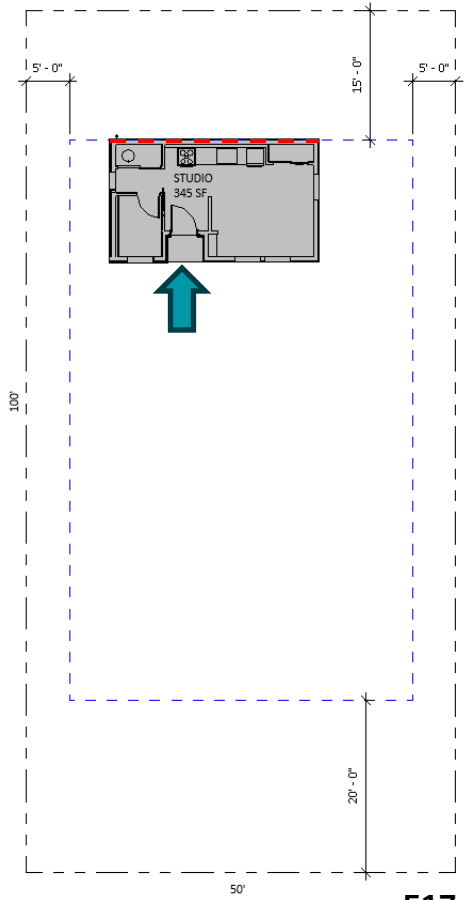
STUDIO UNIT – 322 SF

STUDIO CONCEPTUAL PLAN

- 24’ x 14’ overall footprint
- Shed roof with max. height at 13’-6”
- Storage loft over bath and utility
- Opportunity for fire rated walls
- Accent material at entry
- Optional TV/built-in wall







PROPOSED PLAN – 1 BEDROOM UNIT

1 Bedroom Unit:

- Unit area: 628 SF
- Site coverage: 650 SF



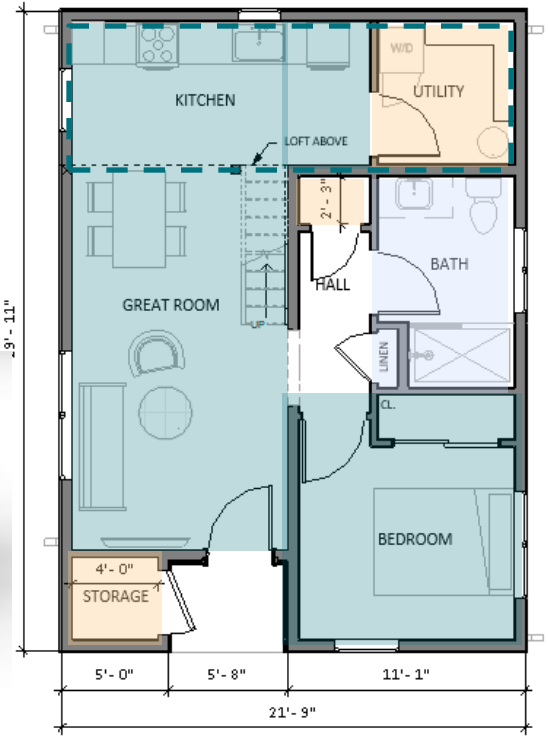
Original: Seaside 1 Bedroom at 625 SF

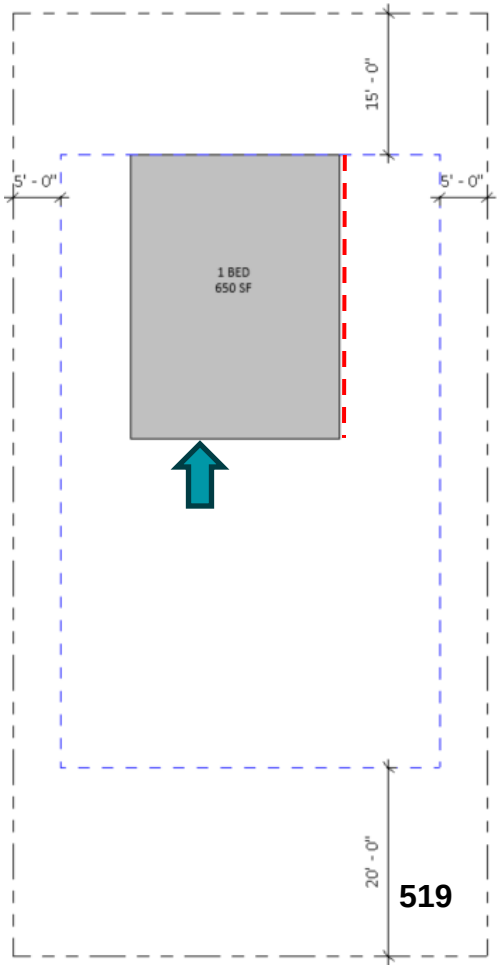
1 BEDROOM UNIT (Opt. A)- 628 SF

1 BEDROOM CONCEPTUAL PLAN - CSLT PREFERRED OPTION

- 21'-9" x 29'-11" overall footprint
- Storage loft over kitchen – 138 SF
- Opportunity for sleeping loft
- Accent material at entry
- Storage at entry
- Large utility closet
- Two gable roofs, higher at loft
- Plentiful storage
- Style fits with contemporary and traditional homes







PROPOSED PLAN – 2 BEDROOM UNIT

2 Bedroom Unit:

- Unit area: 745 SF
- Site coverage: 799 SF



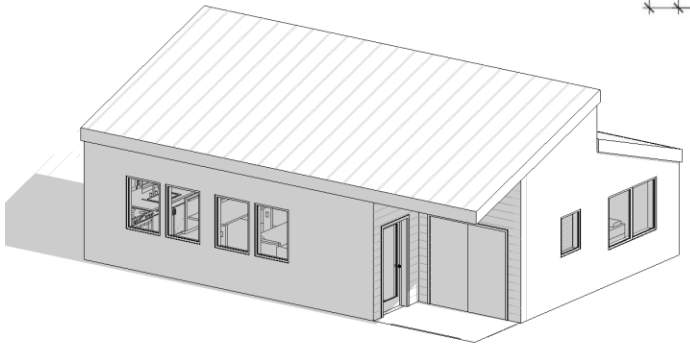
Original: Peninsula at 750 SF

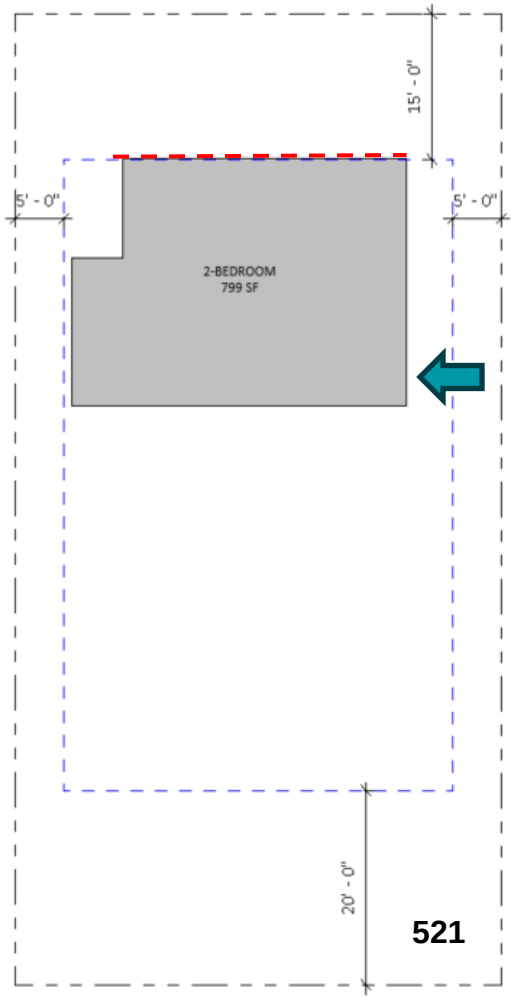
2 BEDROOM UNIT – 745 SF

2 BEDROOM CONCEPTUAL PLAN- CSLT PREFERRED OPTION

- 34’-0” x 25’-0” overall footprint
- Storage loft over bath
- Accent material at entry
- Option for kitchen island
- Exterior storage closet
- Double shed roof – 16’ max. ht.
- Allows for clerestories/plenty of light into main space







PROPOSED PLANS – Garage + ADU

2 Car Garage + ADU Unit:

- Garage area: 485 SF
- Unit area: 602 SF
- Site coverage: 602 SF

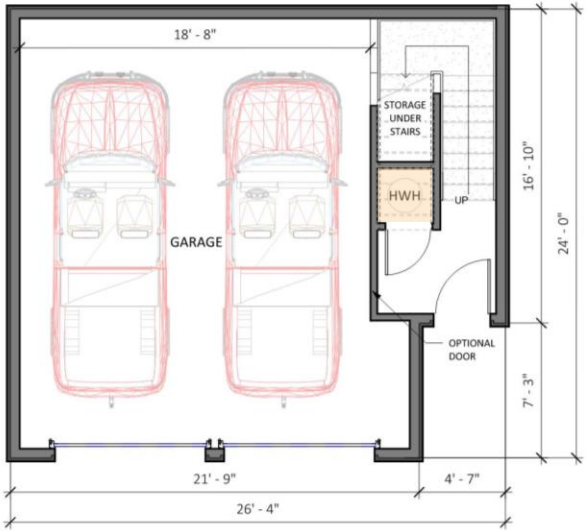


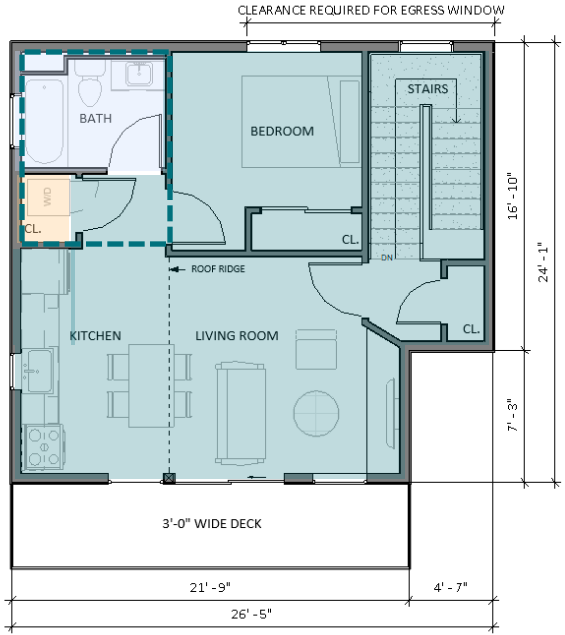
Garage + ADU - 602 SF

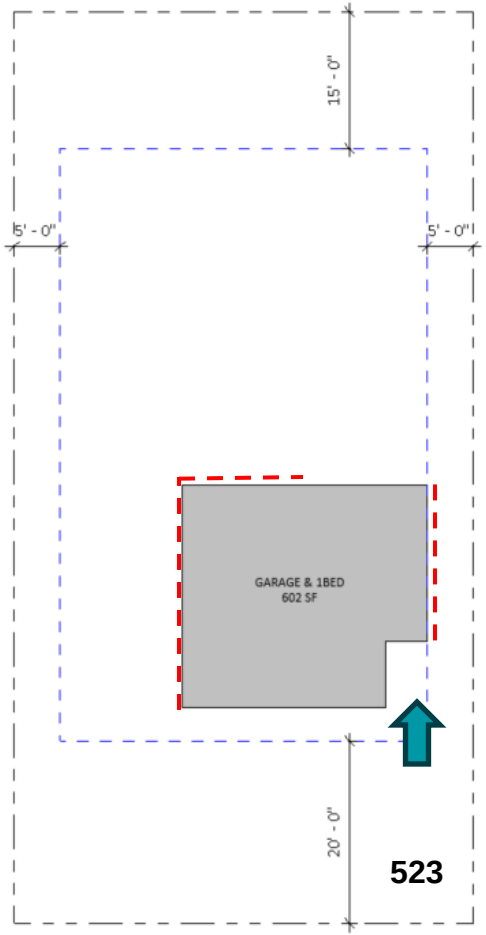
GARAGE + ADU CONCEPTUAL PLAN CSLT PREFERRED OPTION

- 26’-4” x 24’-0” overall footprint
- Gable roof – 28’-9” max. ht.
- 2-car garage with storage
- Internal stair
- Storage loft over bath and closet
- Optional deck off living room









EXTERIOR IDEAS

Opportunities to work with:

- Contemporary / Mountain Modern
- Tahoe Rustic
- Alpine









Accent material at entries/specific areas with primary residence material in all other locations



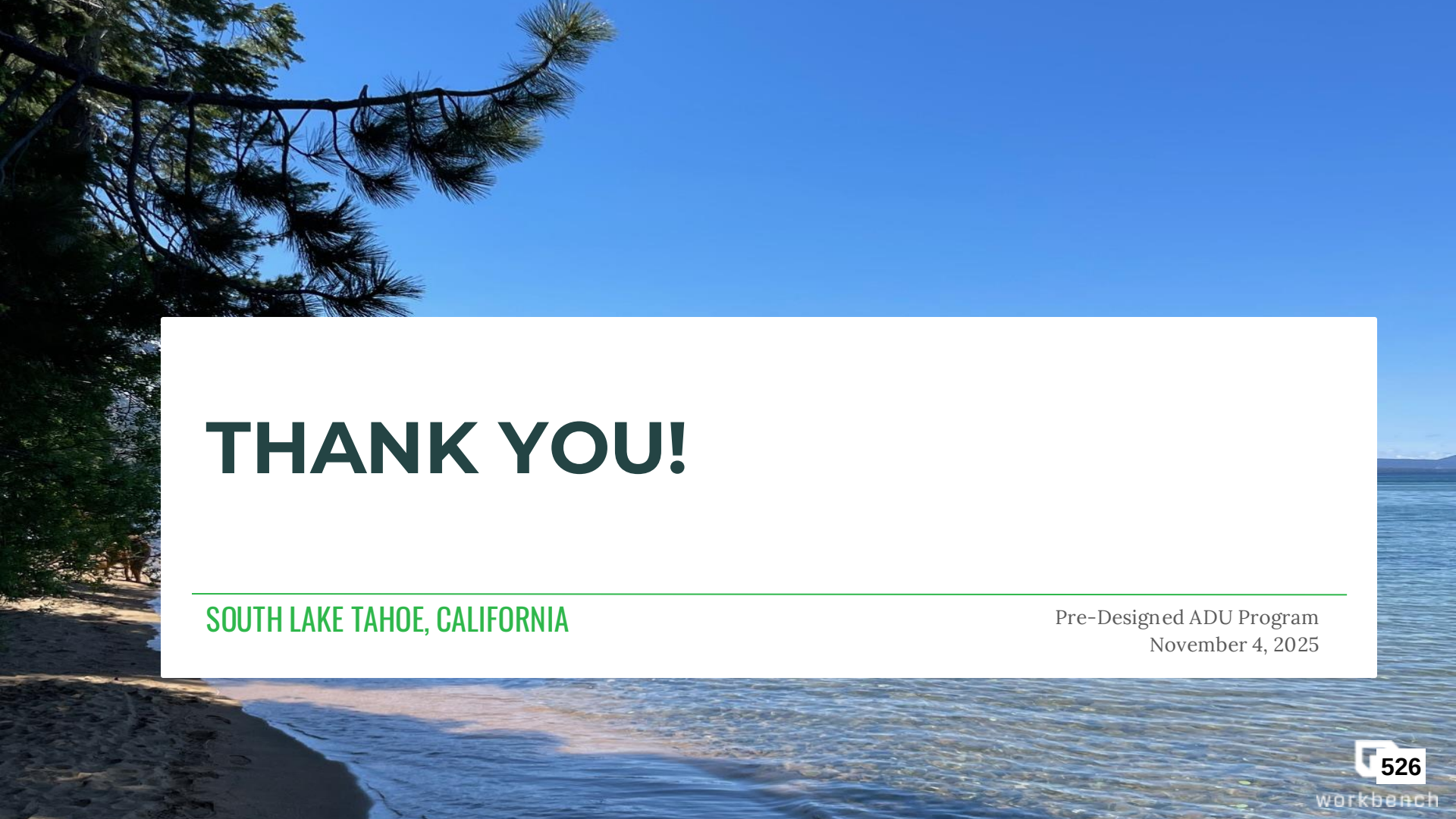


Timber column at porch



OPEN DISCUSSION

4



THANK YOU!

SOUTH LAKE TAHOE, CALIFORNIA

Pre-Designed ADU Program
November 4, 2025

526
workbench

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 10th day of December 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Workbench ("Consultant").

RECITALS

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

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

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

AGREEMENT

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

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

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

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel

and out-of-pocket expenses, exceed **$125,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership Of Documents.
   It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the shared property of the City of South Lake Tahoe, Workbench and its subcontractors.

   A. Consultant and associated subcontractors are granted an irrevocable license to re-use the plans created, or any portion thereof, in their business in the future, without limitation. In the event of any such re-use, Consultant shall remove any indications from the plans regarding the City of South Lake Tahoe. The City of South Lake Tahoe agrees that Consultant shall bear no responsibility for any reuse or modification of the materials prepared by the Consultant, including but not limited to use or modification by residents as part of a Prototype Plans Program. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of

City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract, excluding the plans themselves (per the above re-use permission) and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

8. Consultant's Books and Records.

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

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

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

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

9. Independent 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 subcontractors hired or retained by Consultant are employees, agents, Consultants or subcontractors of Consultant and not of the City.

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

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

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

    a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,
    b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

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

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials,

officers, elected officials, appointed officials, and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

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

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

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

15. Permit Information and Liability Release

1. The City agrees to share approved construction permit information with the Consultant. This can be achieved either by, providing the Consultant with a scanned copy of the liability waiver (item three, below) executed in relation to any approved set of the plans created under the Agreement or by providing a list of addresses to the Consultant, at the Consultant's request.
2. The liability limitation language, to be included on each sheet of any plans created by Consultant that the City makes available for use by the public shall contain language limiting Consultant's and the City's liability. The language shall be as follows:

   BY USING THESE PRE-APPROVED ADU PLANS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS.

   1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED (the City of South Lake Tahoe PRE-APPROVED ADU PROGRAM) USE OF THESE PLANS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. CONSULTANT AND/OR the City of South Lake Tahoe SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS.

   2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO CONSULTANT OR the City of South Lake Tahoe. NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, REUSE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD CONSULTANT AND the City of South Lake Tahoe HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGEMENTS, OR COSTS ARISING OUT OF OR RESULTING THERE FROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY.

   3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, THE RECIPIENT SHOULD NOT PROCEED BEYOND THIS DISCLAIMER.

3. The parties agree that any user of the City of South Lake Tahoe's Preapproved Plans Program drawings must execute a liability waiver limiting Consultant's and the City's liability. The waiver, shall include, at a minimum, the following information and language:

   • Full applicant name, project address and contact information (including all owners and beneficial owners of any property on which the City of South Lake Tahoe's Preapproved Plans Program drawings will be used). Contact information should include full legal names, address(es), contact phone numbers and email addresses.

• Identification of the plan set being used by the Application;

• Language stating: "By using these the City of South Lake Tahoe's Preapproved Plans Program construction documents, the user agrees to release, hold harmless and indemnify Consultant and the City of South Lake Tahoe including their respective officers, directors, shareholders, employees, contractors, Consultants, elected officials, and any architect or service provider who prepared the construction documents, from any and all claims, liabilities, suits and demands, on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, including attorneys' fees and costs, arising out of the use of these construction documents."

• Additional language mirroring the on-sheet language, stating:

BY USING THESE PRE-APPROVED ADU PLANS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS.

1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED (the City of South Lake Tahoe Preapproved PLANS PROGRAM). USE OF THESE PLANS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. CONSULTANT AND/OR the City of South Lake Tahoe SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS.

2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO CONSULTANT OR the City of South Lake Tahoe NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, REUSE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD CONSULTANT AND the City of South Lake Tahoe HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGEMENTS, OR COSTS ARISING OUT OF OR RESULTING THERE FROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY.

3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, THE RECIPIENT SHOULD NOT PROCEED BEYOND THIS DISCLAIMER.

• Signature blocks for all applicants, owners and beneficial owners of the real property on which the City of South Lake Tahoe's Preapproved Plans Program construction documents are to be used.

16. Insurance Requirements.

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

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

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

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

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors.

The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

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

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved.

Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

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

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

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

If to Consultant: Workbench
189 Walnut Avenue
Santa Cruz, CA 95060

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

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

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

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

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

CITY OF SOUTH LAKE TAHOE:
By Tamara Wallace (Feb 10, 2025 10:53 PST)
Tamara Wallace, Mayor

CONSULTANT:
By Jamileh Cannon
Jamileh Cannon (Feb 25, 2025 16:12 PST)
Jamileh Cannon, Founding Partner and Principal Architect

Business License # 331988

APPROVED AS TO FORM:
By Heather Stroud (Feb 10, 2025 10:52 PST)
Heather Stroud, City Attorney

ATTEST:
By Susan Blankenship (Feb 10, 2025 08:44 PST)
Susan Blankenship, City Clerk

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

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

The Consultant will be supplying the City with three designs that are plan check

ready construction plans for 3 different detached ADUs. The Consultant will demonstrate relevant work experience by providing plans and/or images of accessory dwelling unit designs that are similar to the unit type(s) being proposed by the Consultant.

Task 1: Project Management

The project will be a collaborative effort between City staff and the Consultant. The City's Housing, Planning, and Building Divisions within the Development Services Department will coordinate with the Consultant in addition to other staff as needed.

Task 2: Analysis of City Developable Lots

The Consultant will complete an analysis of developable parcels within the city to better understand the average lot sizes, and any other pertinent information, as available, about coverage verification, etc.

Task 3: Final Drawing set for Preapproved ADUs

1. The Consultant will be responsible for developing a collection of Preapproved ADU building plan sets for an expedited review program. This program would include options for multiple unit types, sizes, and building footprints. Based on the preliminary assessments completed in Task 2, these designs will be approved by the City.
   Each of the plan set construction drawings will be checked by the City of South Lake Tahoe for evaluation of ability to be built without requiring further plan checking (i.e. preapproved). Thus, each plan set must have a full set of construction drawings that will be plan checked through the Development Services Department, including a sample plot plan. The plan sets will comply with the applicable current Building Code standards, City's Residential Standards, and have identified high quality materials, quality architectural design, and elevations. Specifically, the Consultant shall perform tasks that include:
   - Preparing draft plan sets for review by City staff;
   - Revising plans based upon staff plan check and other comments;
   - Meeting with staff prior to finalizing plans, if needed;
   - Preparing final plans for ADU permit issuance and construction;
   - The proposed plans must meet all City of South Lake Tahoe and State of California regulations pertaining to ADUs.

2. The Consultant will prepare a final drawing set for each Preapproved ADU, which will incorporate all necessary plan-check corrections. Plans and specifications shall comply with standard drawings and specifications requirements of the City of South Lake Tahoe, Tahoe Regional Planning Agency (TRPA), and other agencies as applicable. The Final Plan set shall include:
   - Floor plans
   - Foundation Plans (suitable or customizable for all soil conditions)
   - Sections (if necessary)

- Exterior Elevations
- Renderings of exterior and interior features, including finishes as appropriate.
- Suggested exterior and interior materials and possible options.
- All utilities, including but not limited to sewer, water, gas and electricity.

3. The three ADU plans shall be of compatible character, style and massing as that of the immediate subject property and neighborhood.
   - Studio ADU
   - 1 Bedroom
   - 2 Bedroom
   - Based on the analysis of city developable lots, select the studio, 1 or 2 bedroom to develop a detached garage design with an above garage ADU.
4. Provide a Process for Updates for the route to address California Building Code changes and potential future Consultant costs for updates.
5. Design Model Workbook: Create a design model workbook including elevation drawings illustrating the styles available for each of the building sizes.
6. Construction-Level Permit Ready Plans: Draft downloadable construction-level sets of building plans for each building size. Architectural styles and interior floor plans, can be mixed and matched for the different building sizes.

Task 4: List of Modular Products that can be used in South Lake Tahoe

1. Include a list of modular/pre-fabricated products that are compliant with the City of South Lake Tahoe building code and development standards that can be utilized for ADUs.

Task 5: Community Engagement and Planning Commission

1. Planning Commission: Initial public meeting at Planning Commission to review the Analysis of City Developable Lots and potential design options and a second public hearing for the adoption of the Preapproved ADU plans.
2. The Consultant shall follow the timeline for completion of the final plans and the cost estimate for all of the work to be completed.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$125,000**
Hourly Rate:	**$ N/A**
Travel and out-of-pocket expenses	**$ N/A**
[travel is included in the TOTAL (not to exceed amount)]	
TOTAL (not to exceed)	**$125,000**

TIMELINE

- S. LAKE TAHOE PRE-DESIGNED ADUs - PROPOSED SCHEDULE	**118 days**
Award of Contract	1 day
> INTERNAL PROJECT SETUP (CONCURRENT)	8 days
-DESIGN AND PERMITTING	116 days
- CONCEPTUAL DESIGN	28 days
> Analysis of City Developable Lots	13 days
> Concept Designs	15 days
- SCHEMATIC DESIGN	25 days
> SD- Project Management	10 days
> SD- Design Sprint 1	13 days
> SD - Design Sprint 2	12 days
- DESIGN DEVELOPMENT	20 days
> DD- Design Sprint 1	12 days
> DD- Design Sprint 2	8 days
- CONSTRUCTION DOCUMENTS AND PLAN CHECK	43 days
> CDs- Design Sprint 1	14 days
> CDs- Internal Review and Preparation	9 days
> PLAN CHECK	19 days
PROJECT COMPLETED/ PRINT SETS	1 day

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:

Jamileh Cannon, Founding Partner and Principal Architect, Workbench

By: *Jamileh Cannon*

Jamileh Cannon (Feb 25, 2025 16:12 PST)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeff Hayashi	
Hayashi Insurance Solutions PO Box 1044 Roswell GA 30077-1044	PHONE (A/C, No, Ext): (831) 840-8131	FAX (A/C, No): (831) 603-3211
	E-MAIL ADDRESS: jeff@hayashiinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Colony Insurance Co.	
	INSURER B : Hartford Accident and Indemnity Company	22357
	INSURER C : Security Natonal Insurance Co.	19879
	INSURER D : Lloyds of London	
	INSURER E :	
	INSURER F :	

INSURED
Workbench
189 Walnut Ave
Santa Cruz CA 95060

COVERAGES CERTIFICATE NUMBER: CL246502801 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			600GL002336206	04/30/2024	04/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			57UECFN2124	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			XS4273584	04/30/2024	04/30/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SWC1477740	01/01/2024	01/01/2025	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			ANE200816823	08/01/2024	08/01/2025	Ea. Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insured's Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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C-315-2024 Workbench

Final Audit Report 2025-02-26

Created:	2025-02-07
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAifYt6sWXXSf5HNt86CWX__Agb_cwaJlW

"C-315-2024 Workbench" History

Document created by Michelle Davis (medavis@cityofslt.us)
2025-02-07 - 11:34:15 PM GMT

Document emailed to Susan Blankenship (sblankenship@cityofslt.us) for signature
2025-02-07 - 11:34:20 PM GMT

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2025-02-10 - 4:44:20 PM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
Signature Date: 2025-02-10 - 4:44:38 PM GMT - Time Source: server

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2025-02-10 - 4:44:40 PM GMT

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2025-02-10 - 6:52:58 PM GMT

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2025-02-10 - 6:53:13 PM GMT

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2025-02-10 - 7:17:12 PM GMT

Email viewed by Jamileh Cannon (jamileh@workbenchbuilt.com)

2025-02-25 - 11:56:32 PM GMT

Document e-signed by Jamileh Cannon (jamileh@workbenchbuilt.com)

Signature Date: 2025-02-26 - 0:12:33 AM GMT - Time Source: server

Agreement completed.

2025-02-26 - 0:12:33 AM GMT

workbench

ADD SERVICE AGREEMENT #2 –MODULAR BOOKLET

Date: 9/3/2025
Project: City of South Lake Tahoe-Pre-Approved ADU Program
Client: City of South Lake Tahoe

Description:
This architectural Add Service Agreement is for graphic design services to create a Modular booklet based on the modular research, a part of the original Contract services.

Phasing:

1. Initial Meeting. Determine: Scope and style, Intake: Delivery Specs, Brand assets, Any reference layouts, styles, etc.
2. Design. Layout, any necessary asset development, send first proof.
3. Revisions. 1-2 rounds of comments/corrections.
4. Final Delivery: Based on determined specifications.

Fee for Additional Services:
The additional Services described herein will be billed monthly as "ASA#2 – Modular Booklet", not to exceed the amount indicated below. The fees quoted in this proposal are valid for a period of 60 days from the date of this proposal. All terms and conditions of the Contract apply to this agreement. Should you have any questions on the development of this agreement, or the elements contained herein, we are happy to meet to discuss.

Not To Exceed amount: $5,900.00 (Five Thousand Nine Hundred dollars)

If additional work is requested or needed, we will incorporate this into our scope with an additional Add Service.

ACCEPTED BY:

workbench
189 Walnut Avenue
Santa Cruz, CA 95060
831.227.2217

WORKBENCH

By: _____
Name: Jamileh Cannon (Project Executive)
Its: Owner and Principal
Date: 09/02/2025

CLIENT NAME

By: _____
Name: Crystal Plotner
Its: Assistant Housing Planner
Date: 09/02/2025

workbench
189 Walnut Avenue
Santa Cruz, CA 95060
831.227.2217
CA Arch. Lic. #C33050 – GC Lic. #1032189

Amendment No. 1 to Professional Services Agreement With Workbench

This Amendment modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and Workbench ("Consultant") entered into on December 10, 2024 (C-315-2024).

The Professional Services Agreement is amended as follows:

Section 3 (Compensation) is amended to read in its entirety as follows.

> Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B, which is attached to and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $130,900 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

The Proposed Program Budget in **Exhibit A (Scope of Work)** is amended to add the following:

Exhibit A
SCOPE OF WORK

Task 4: List of Modular Products that can be used in South Lake Tahoe

1. Include a list of modular/pre-fabricated products that are compliant with the City of South Lake Tahoe building code and development standards that can be utilized for ADUs.

2. Create a user-friendly booklet for the public listing modular/prefabricated products that can be utilized for ADUs and are compliant with the City of South Lake Tahoe building code and development standards.

Exhibit B (Schedule of Charges and Timeline) is hereby amended to read in its entirety as follows:

Exhibit B
SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	$130,900
Hourly Rate:	$N/A
Travel and out-of-pocket expenses	$N/A
[travel is included in the TOTAL (not to exceed amount)]	
TOTAL (not to exceed)	$130,900

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

CITY OF SOUTH LAKE TAHOE:	CONSULTANT:
By_____	By _____
Tamara Wallace, Mayor	Jamileh Cannon, Founding Partner and Principal Architect
Date _____	Date _____

APPROVED AS TO FORM:

By_____ Date _____
Heather Stroud, City Attorney

ATTEST:

By_____ Date _____
Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:20

Agenda Item: Update on Discussions with Heavenly Resort on Annexation and Parking

Executive Summary: On August 12, 2025 Mayor Pro Tem Bass requested to bring back an update on discussions with Heavenly Resort on annexation and parking. The request received a second from Councilmember Jinkens. The City has not submitted the annexation application to the El Dorado Local Area Formation Commission due to the lack of Heavenly support and inability to reach a negotiated tax sharing agreement with El Dorado County. Heavenly has proposed the use of on-street parking this winter in areas where Heavenly had been granted use for overflow parking in the past. City Council will discuss and provide direction on these two matters.

Requested Action / Suggested Motions: Pass a Motion providing direction to staff on whether to continue to pursue the Heavenly area annexation and whether to negotiate an agreement to allow use of street parking for employees and guests of Heavenly Resort.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

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

Attachments:

01-Staff Report - Heavenly Discussions.docx
02-Heavenly Proposed Parking Areas
03-Resolution 2024-059 Parking Restrictions in Heavenly Neighborhood.pdf

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

Meeting Date: November 4, 2025

Title: Update on Discussions with Heavenly Resort on Annexation and Parking

Location: Heavenly Valley area

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background:

Annexation
On June 6, 2023, the City Council discussed five annexation scenarios and provided direction to staff. The City Council passed a motion to pursue the "Heavenly Annexation Scenario," which encompassed the Heavenly Resort California Base. The annexation scenario was subsequently modified by Council direction on November 7, 2023, to include a larger annexation area that encompasses the California portions of Heavenly Ski Resort and Van Sickle Bi-State Park as well as several adjacent private parcels totaling 2,800 acres. City Council approved an ordinance pre-zoning these parcels on November 19, 2024.

Parking
In 2013, the City entered into an agreement with Heavenly Valley LP (now Heavenly Valley Limited Partnership d/ba/ Heavenly Mountain Resort (Heavenly)) to allow parking on certain roadways near the Heavenly Resort for a $20,000 annual fee. There were additional requirements for snow plowing and sanding, along with payment for sanding recovery. During the winter of 2022-23, City staff received several complaints and concerns from the residents of the Heavenly Valley neighborhood regarding traffic congestion, overflow parking, illegal parking, and general nuisance in the area during winter periods. On August 8, 2023, the City Council approved the Seasonal Residential Parking Permit Program (RPPP) and No Parking restrictions along certain roadways in the Heavenly Valley neighborhood (Ordinance 2023-1178) and established the Heavenly Valley Neighborhood Parking Program.

On November 21, 2023, City Council approved an amendment to the parking agreement with Heavenly to allow parking on Ski Run Blvd, Saddle Road, and Keller Road. At the time, the City Council directed staff to provide an update regarding the parking agreement and annexations prior to the end of May 2024. After receiving an update on the Parking Agreement at the April 23, 2024, meeting, the City Council directed staff to bring back an agenda item to terminate the Parking Agreement. On June 4, 2024, the City Council terminated the parking agreement with Heavenly Valley LP.

On June 17, 2025, the City Council approved an agreement with Heavenly to allow for snow removal on portions of Ski Run Boulevard, Saddle Road, Keller Road, Wildwood Avenue, and Needle Peak Road. Heavenly will pay $40,000 annually to reimburse the City for a portion of

costs of maintaining city streets and pay $3,500 annually for street sweeping to recover abrasives, with a 4% increase each year.

On August 12, 2025 Mayor Pro Tem Bass requested to bring back an update on discussions with Heavenly Resort on annexation and parking. The request received a second from Councilmember Jinkens.

Issue and Discussion:

Annexation

City staff met with Shaydar Edelmann, Vice President/General Manager of Heavenly Mountain Resort and Brian Bigley, on August 27 and September 30, 2025. Mr. Edelmann indicated that there has been no change in Heavenly's position on annexation and they are not interested in pursuing it at this time. The City has not submitted the annexation application to the Local Area Formation Commission due to the lack of Heavenly support and negotiated tax sharing agreement with El Dorado County.

Parking

Future partnerships for infrastructure and parking improvements in the Heavenly Valley area were also discussed. All agreed that the Ski Run/Pioneer Trail intersection needs improvement and additional infrastructure on Ski Run Blvd could reduce safety concerns with potential on-street parking in that area in the future. Ski Run Blvd between Pioneer Trail and Needle Peak especially presents safety concerns during winter conditions with through traffic to the resort when parking, pedestrians and shuttle pick up were allowed in the past, creating congestion on peak use days. From public infrastructure, safety, and resort guest welcoming perspectives, improvements in these areas would be beneficial. However, development of a conceptual shared vision would be needed prior to financial commitments by Heavenly or the City to implement improvements.

Mr. Edelmann and Mr. Bigley proposed the use of on-street parking this winter in lesser congested roadways where Heavenly had been granted use for overflow parking in the past (See Attachment 02) in exchange for a $50,000 annual payment. Public Works staff have reviewed the proposal for logistical concerns and noted areas where vehicle parking should continue to be restricted due to safety concerns and indicated a need to ensure open roadway width to accommodate two-way traffic is maintained on these streets at all times. Staff believe these issues could be addressed in a negotiated agreement.

If directed to negotiate with Heavenly on the parking proposal, an approved agreement would also require amendments to Resolution 2024-059 (Attachment 03) to allow public parking on streets that are currently restricted. No Parking and Permit Parking signs would also need to be removed. Public noticing to surrounding properties is not required but can be directed by City Council.

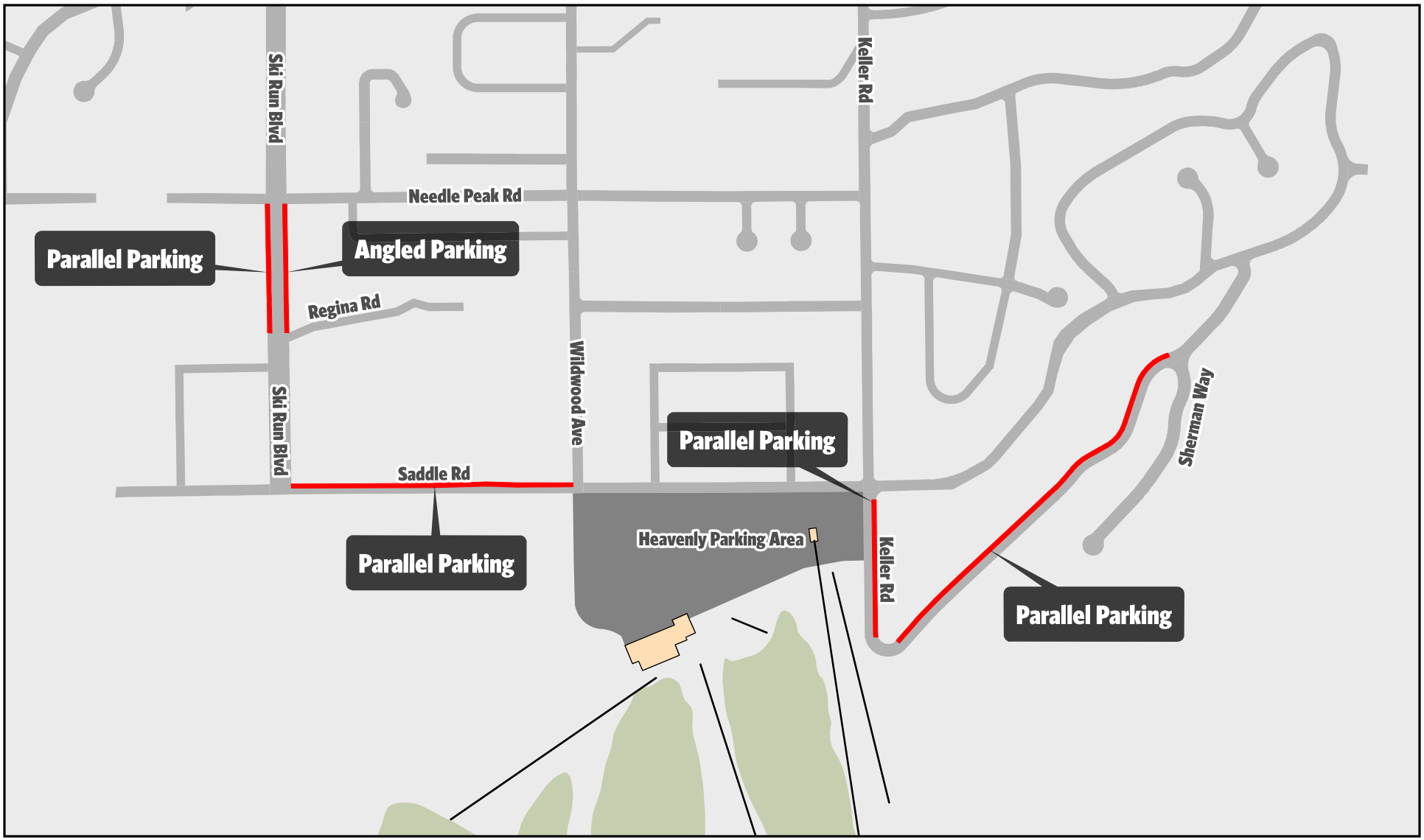
Financial Implications: The City Council receiving an update and providing direction does not have financial implications.

Environmental Considerations: Providing direction to staff on next steps is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title

14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The City Strategic Plan contains action item 2.5 “Determine next steps for City’s annexation initiatives” under the Efficient Government priority.

The City General Plan Transportation and Circulation Element contain related Goal TC-4: “Provide and manage parking to accommodate reasonable auto usage, while minimizing the impacts of excessive parking supply and encouraging use of alternative travel modes.”



CITY OF SOUTH LAKE TAHOE

Heavenly Parking Agreement 2025/2026 Exhibit A

N

0 500 1,000 1,500

Feet

Path: \\gis\share\Projects\CityManager\GeneralCityManagerProjects\GeneralCityManagerProjects.aprx | Heavenly Parking Agreement 2025/2026 Exhibit A | 10/6/202

Resolution 2024-059

Adopted by the City of South Lake Tahoe City Council

June 4, 2024

Establishing Seasonal or Permanent No Parking Restrictions on Certain Streets in the Heavenly Valley Neighborhoods

(Replaces Resolution 2024-049)

BACKGROUND

A. As part of the ongoing effort to improve parking and traffic conditions in the Heavenly Valley neighborhoods, especially during winter conditions and the Heavenly ski season, the Public Works Director/City Traffic Engineer recommends establishing certain residential streets as no parking areas or Residential Parking Permit (RPP) from November 1 to May 1.

B. Under South Lake Tahoe City Code section 4.25.300(C) and California Vehicle Code section 22507(a), the City Council is authorized to establish no parking areas by resolution and enforce the no parking areas once appropriate signage is installed.

C. On September 15, 2023, City Council adopted Ordinance No. 2023-1178 to authorize residential permit parking under California Vehicle Code section 22507(a), which the Public Works Director has determined is appropriate for this area because non-resident vehicles do substantially and regularly interfere with the use of the majority of the available on-street spaces by adjacent residents; this interference occurs at regular and significant daily or weekly intervals; the volume of non-resident vehicles in these certain areas cause unreasonable traffic hazards, noise, and trash impacts; a shortage of reasonably available and convenient residential related parking spaces exist in these areas; and alternative solutions are not feasible or practical..

D. On August 8, 2023, the City Council adopted Resolution 2023-074, establishing No Parking and Residential Parking Permits on Certain Roadways in Heavenly Valley Neighborhood. The resolution has most recently been amended with adoption of Resolution 2024-049.

E. As a result of the termination of the Heavenly Parking Agreement modifications on Saddle Road, Keller Road, Needle Peak and Ski Run Blvd are recommended with modifications <u>underlined</u>, to replace Resolution No. 2024-049.

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

Establishes no parking areas from November 1 to May 1, or maintains permanent no parking areas where such areas already exist, with Residential Permit Parking permitted where noted, on the following streets and segments of streets and as shown in Exhibit A:

a. Bridle Road (RPP on the northerly side and No Parking on southerly side)

b. Bonita Road (No Parking on the northerly side and RPP on the southerly side)

c. David Lane from the intersection of Ski Run Blvd to Ruby Way (No Parking on the easterly side and RPP on the westerly side)

d. Donner Lane (RPP on the westerly side and No Parking on the easterly side)

e. Keller Road from intersection with Sherman Way to intersection with Saddle Road at the CA Base Parking Lot (No Parking on both sides except RPP from Sherman Way intersection to 1,500 feet to the south on the western side)

f. Keller Road from intersection with Saddle Road to intersection with Regina (RPP on northerly side (450 feet west of Saddle) and No Parking on southerly side

g. Keller Road from intersection with Regina Road to intersection with Markoffer Way (No Parking both sides) and from the intersection with Sherman Way to the intersection with Saddle Road (No Parking on the easterly side and RPP on the westerly side)

h. Knoll Lane (RPP on easterly side and No Parking on westerly side)

i. Logroad Place (No Parking both sides)

j. Lucinda Court (RPP on westerly side and No Parking on easterly side)

k. June Way (No Parking both sides)

l. MacKedie Way (No Parking both sides)

m. Needle Peak Road from intersection with Keller Road to intersection with Wildwood Avenue (RPP on southerly side and No Parking on northerly side)

n. Overlook Court (No Parking both sides)

o. Regina Road from the intersection with Ski Run Blvd to Keller Road (RPP on the easterly side and No Parking on the westerly side)

p. Saddle Road from the intersection of Ledge Ct. to the intersection of Saddle Road to the

south (RPP on western side, No Parking on eastern side)

q. Saddle Road from the intersection of Saddle Road to intersection of Keller Road to the south (No Parking on both sides)

r. Saddle Road from the intersection of Keller Rd to Ledge Court (No Parking on eastern side)

s. Saddle Road from intersection of Keller Road to Wildwood Avenue (No Parking both sides)

t. Saddle Road from intersection of Wildwood Avenue to Ski Run Blvd (No Parking on southerly side, RPP on northerly side)

u. Saddle Road from intersection of Ski Run Blvd to end (No Parking both sides)

v. Sherman Way (RPP on westerly side and No Parking on eastern side and around the cul-de-sac)

w. Ski Run Boulevard from intersection of Pioneer Trail to Saddle Road (No Parking both sides)

x. Needle Peak Road from intersection of Ski Run to Wildwood (No Parking on both sides)

y. Needle Peak Road from intersection of Ski Run to 500 feet west of Ski Run Blvd (No Parking on both sides)

z. Timber Lake Place (No Parking both sides)

aa. Terrace Drive (No Parking both sides)

bb. Wildwood Avenue from intersection with Saddle Road to intersection with Overlook Court (No Parking both sides)

cc. Wildwood Road (No Parking both sides)

dd. Woods Avenue (No Parking both sides)

ee. Verdon Lane (RPP on the westerly side and No Parking on the easterly side)

Adopted by the City of South Lake Tahoe City Council on June 4, 2024, by the following vote:
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich

Cody Bass (Jun 11, 2024 00:12 PDT)

Date: 06/11/2024

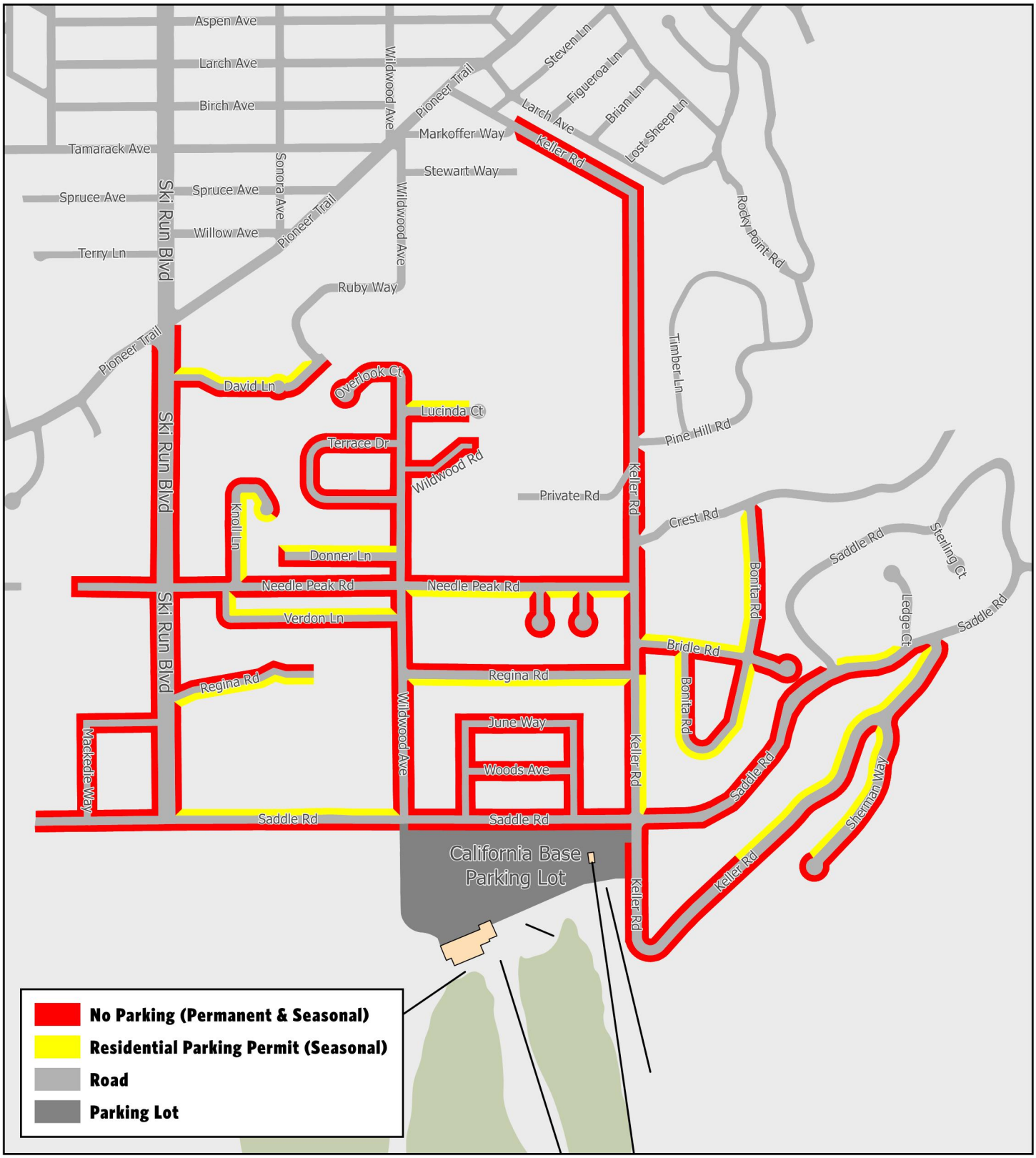
Cody Bass, Mayor

Attest:

Susan Blankenship (Jun 5, 2024 09:37 PDT)

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

Heavenly Area Parking Restrictions

0 500 1,000 1,500
Feet

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Resolution 2024-059 Parking

Final Audit Report 2024-06-11

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:21

Agenda Item: Update to Master Fee Schedule to Add User Fees for Multigenerational Recreation & Aquatics Center

Executive Summary: User fees in California are required to conform to the California Constitution (including Proposition 26) and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, or for entrance to or use of city property are generally excluded from the definition of â€œtaxâ€ under Proposition 26. The City of South Lake Tahoe Finance Department periodically performs a comprehensive citywide review and evaluation of user fees and charges to ensure the City is accurately accounting for the total cost to provide fee-related services. The last User Fee Study was performed and approved by City Council in 2015. The Finance Department determined it was necessary to update the study and engage the services of a qualified professional firm experienced in cost recovery and economic analysis to conduct a new, comprehensive study. The primary objective is to prepare a citywide cost-based user fee study that calculates the full (100%) cost of providing specific City services and provides recommended fees for each applicable service, while also ensuring compliance with relevant regulations. On April 22, 2025, City Council approved a Resolution for Government Consulting Partners (GCP) to work with the City for a comprehensive review and evaluation of citywide user fees. This includes developing a new fee structure for the new Multigenerational Recreation and Aquatics Center. This portion of the user fee study was performed under the general direction Parks & Recreation staff to provide a high-level cost analysis of revenue to costs as it relates to fees for services and programs, establish fees for new services that will be offered in the new center and to provide a comparison survey to help guide recommendations. The draft fee schedule was presented to the Parks & Recreation Commission on August 20, 2025, and is included as Exhibit â€œAâ€ to the Resolution. The proposal before the City Council is to pass a Resolution updating to the Master Schedule of Fees and Charges for City Services to include the proposed fees for the new Multigenerational Recreation & Aquatics Center. These fees are proposed for adoption now so that pass products, rentals and program registration can begin to be sold prior to opening. The existing fees for the Recreation & Swim Complex will remain in place until the new center opens so that it can continue operations.

Requested Action / Suggested Motions: Pass a Resolution updating the Master Schedule of Fees and Charges for City Services to include the proposed fees for the new Multigenerational Recreation & Aquatics Center included as Exhibit "A" to the Resolution.

Responsible Staff Member: John Stark, Director of Parks & Recreation

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

Attachments:

01-Staff Report - Master Fee Schedule for the New Recreation Center.docx
02-Resolution - Master Fee Schedule Update Multigenerational Recreation Center.docx
03-New Rec Center Fee Schedule (Exh. A to Reso).pdf
04-South Lake Tahoe Park and Recreation User Fee Report.pdf
05-GCP Parks & Recreation New Recreation Center Fees Presentation

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

Meeting Date: November 4, 2025

Title: Master Fee Schedule Update New Multigenerational Recreation & Aquatics Center

Location: Multigenerational Recreation & Aquatics Center

Responsible Staff Member: John Stark, Director of Parks & Recreation

Background: User fees in California are required to conform to the California Constitution (including Proposition 26) and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, or for entrance to or use of city property are generally excluded from the definition of "tax" under Proposition 26.

The City of South Lake Tahoe Finance Department periodically performs a comprehensive citywide review and evaluation of user fees and charges to ensure the City is accurately accounting for the total cost to provide fee-related services. The last User Fee Study was performed and approved by City Council in 2015.

The Finance Department determined it was necessary to update the study and engage the services of a qualified professional firm experienced in cost recovery and economic analysis to conduct a new, comprehensive study. The primary objective is to prepare a citywide cost-based user fee study that calculates the full (100%) cost of providing specific City services and provides recommended fees for each applicable service, while also ensuring compliance with relevant regulations.

On April 22, 2025, City Council approved a Resolution for Government Consulting Partners (GCP) to work with the City for a comprehensive review and evaluation of citywide user fees. This includes developing a new fee structure for the new Multigenerational Recreation and Aquatics Center. This portion of the user fee study was performed under the general direction Parks & Recreation staff to provide a high-level cost analysis of revenue to costs as it relates to fees for services and programs, establishes fees for new services that will be offered in the new center and to provide a comparison survey to help guide recommendations.

The draft fee schedule was presented to the Parks & Recreation Commission on August 20,2025.

The draft fee schedule is included as Exhibit "A" to the Resolution for Council's review.

Issue and Discussion: The proposal before the City Council is to pass a Resolution updating to the Master Schedule of Fees and Charges for City Services to include the proposed fees for the new Multigenerational Recreation & Aquatics Center included as Exhibit "A" to the Resolution.

These fees are proposed for adoption now so that pass products, rentals and program registration can begin to be sold prior to opening. The existing fees for the Recreation & Swim Complex will remain in place until the new center opens so that it can continue operations.

Financial Implications: Fees that are less than full cost recovery will be required to be subsidized by other General Fund revenues.

Environmental Considerations: The proposed action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment)

Policy Implications: Strategic Plan Priority 7.1 Complete the new Recreation and Swim Complex and maintain the current complex in the meantime.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 4, 2025

Adopting the Schedule of Fees and Charges for the New Multigenerational Recreation & Aquatics Center

BACKGROUND

A. User fees in California are required to conform to the California Constitution including Proposition 26 and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, for entrance to or use of city property, and fines for violating the City Code are generally excluded from the definition of "tax" under Proposition 26. Section 1 (e) of article XIIIC of the California Constitution describes these exceptions.

B. The City of South Lake Tahoe Finance Department periodically performs a comprehensive citywide review and evaluation of user fees and charges to ensure the City is accurately accounting for the total cost to provide fee-related services. The last User Fee Study was performed and approved by City Council in 2015.

C. The Finance Department determined it was necessary to update the study and engage the services of a qualified professional firm experienced in cost recovery and economic analysis to conduct a new, comprehensive study. The primary objective is to prepare a citywide cost-based user fee study that calculates the full (100%) cost of providing specific City services and provides recommended fees for each applicable service, while also ensuring compliance with relevant regulations.

D. On April 22, 2025, City Council approved a Resolution for Government Consulting Partners (GCP) to work with the City for a comprehensive review and evaluation of citywide user fees. This includes developing a new fee structure for the new Multigenerational Recreation and Aquatics Center.

E. This portion of the user fee study was performed under the general direction Parks & Recreation staff to provide a high-level cost analysis of revenue to costs as it relates to fees for services and programs, establishes fees for new services that will be offered in the new center and to provide a comparison survey to help guide recommendations.

F. The proposed fees were presented to the Parks & Recreation Commission on August 20, 2025, for their review.

G. These fees are proposed for adoption now so that pass products, rentals and program registration can begin to be sold prior to opening the new center. The existing fees for the Recreation & Swim Complex will remain in place until the new center opens so that it can continue operations.

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

1. Adopts the new fee amounts according to the implementation dates as set forth in the applicable codes and all fees and charges as presented in the new Multigenerational Recreation & Aquatics Center Master Fee Schedule attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe City Council on November 4, 2025 by the following vote:
Yes:

No:

Absent:

Abstain:

_____ Date: _____

Cody Bass, 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.

New Multigenerational Recreation & Aquatics Center

Fee Description	Unit	Proposed Fee	Proposed Fee Non-Resident
Gym Rentals			
Full (2 Courts)	Hourly	$250	
1/2 Gym (1 Court)	Hourly	$125	
1/4 (1/2 Court)	Hourly	$65	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Facility Rental Setup Fee	Per Hour Per Staff	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	
Meeting Room Rentals			
Rental	Per Hour	$25	
Non Fee	No Charge	No Charge	
Senior Services Meetings	No Charge	No Charge	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Community Room Rentals			
Rental	Hourly	$55	
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation & Aquatics Center	No Charge	No Charge	
Youth Organization Meetings	Hourly	$15	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Senior Services Meetings	No Charge	No Charge	

Facility Rental Setup Fee	Per Hour Per Staff	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	
Commercial Kitchen Rental			
Commercial Kitchen Rental	Hourly	$50	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Facility Rental Setup Fee	Per Hour Per Staff	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	
Dance/Fitness Room Rental			
Rental	Hourly	$55	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Senior Services Meetings	No Charge	No Charge	
Facility Rental Setup Fee	Per Hour Per Staff	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	

Event Space Rentals			
Event Space Weekday	Mon-Thurs $/hr.	$350	
Event Space Weekend	Fri -Sun $/hr.	$450	
Event Space After Hours	Per hour	$100	
Audio Video Ad On	Flat Fee	$150	
Event Space Facility Rental Setup Fee	Per Hour (2 hour minimum)	$48	
Ceremony Chair Package	$7-$9 per chair comps	$8 per chair	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	
Pool Rental			
Swimming Pool Rental Rate	Hourly	$85	
Lap Pool Rental (Full)	Hourly	$85	
Lap Pool Rental (1/2 pool)	Hourly	$45	
Lap Lane Rental (1 Lane)	Hourly	$15	
Play Pool Rental	Hourly	$95	
Lifeguard Hourly Rate (Rental)	Hourly	Actual cost at fully burdened rate	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Facility Rental Setup Fee	Per Hour Per Staff	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	

Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	
Party Room			
Rental Weekday	Mon-Thurs $/hr.	$40	
Rental Weekend	Fri -Sun $/hr.	$50	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Facility Rental Setup Fee	Per Hour Per Staff	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	
Party Packages			
Mini Mountain Movers Party Package	Session Rental	$225	
Batting Cages	2 Hour Party	$300	
Rockwall	1 Hour Party	$200	
Obstacle Course Pool Add On	Per Event	$75	
Pool Party Package	Session Rental	$200	
Aquatics			
Obstacle Course	Per Participant	$5 plus facility drop in fee	
Lifeguard Certification Course	Per Participant	$235	
Water Safety Instructor Certification Course	Per Participant	$299	
Junior Lifeguards	Per Participant Per 4 week Session	$200	
Mini Lifeguards	Per Participant Per 4 week Session	$185	

Swim Team	Per Participant Per Month/Session	$120	
Development Swim Team	Per Participant Per Month/Session	$105	
Aquatics Special Class (Ex Log Rolling)	Per Participant Per Class	$7	
Float Fit Aquatics Fitness Classess 30 minutes	Each	$10	
Float Fit Aquatics Fitness Classess 60 minutes	Each	$20	
Float Fit Aquatics Fitness Classess 90 minutes	Each	$30	
Locker Rental	Per month	$20	
Swimming Programs			
H2O Exercise: Adult 18-54 years	Each	$8	$10
H2O Exercise: Senior or Permanent Disability	Each	$6	$8
H2O Exercise: Adult 18-54 years - 10 Use Pass	Each	$60	$75
H2O Exercise: Senior or Perm Disability - 10 Use Pass	Each	$50	$65
H2O Exercise: Individual Annual Pass	Each	$295	$369
Swimming Lessons (Group) 8 Class Session	Each	$50	
Swimming Lessons (Group) 6 Class Session	Each	$40	
Swimming Lessons (Group) 4 Class Session	Each	$30	
Private Lessons (25 minutes) 1 Student	Each	$33	
Private Lessons (25 minutes) 2 Students	Each	$45	
Private Lessons (25 minutes) 3 Students	Each	$55	
Master Swim Drop In	Each	$10	$12
Master Swim Session 10 Use Punch Card	Each	$70	$85
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Facility Day Use: Includes Gym, Natatorium, Exercise Room, Walking Track			
Adult: 18-54 Year	Each	$10	$15

Youth: 18 Years and Under	Each	$8	$12
Senior 55 Years and Up or Permanent Disability	Each	$8	$12
Public Shower Adult/Discount for Senior, Disabled, and Youth	Each	$3/$2	
Daily Day Rate for Medi-Cal, WIC , and Veteran Participants			
Adult: 18 and Over	Each	$3	
Youth: 18 Years and Under	Each	$2	
Facility Multi-Use Day Passes: Includes Gym, Natatorium, Exercise Room, Walking Track			
Adult - 10 use punch card	Each	$80	$100
Adult - Monthly	Each	$65	$81
Adult - 90 Day (City Employees Only)	Each	$45	
Senior or Permanent Disability -10 use punch card	Each	$65	$81
Senior or Permanent Disability - Monthly	Each	$50	$63
Children 3 years and Under Are Free with a Paying Adult for Recreation Drop in only	Each		
Youth -10 use punch card	Each	$65	$81
Youth Monthly	Each	$50	$63
Couple Annual Pass	Each	$690	$863
Individual Annual Pass	Each	$480	$600
Youth Annual Pass	Each	$300	$375
Youth Annual Pass for GPA of 3.5 or higher (Resident Only - Ages 14-17)	Each	$150	
Senior Annual Pass	Each	$300	$375
10% off Annual pass is purchased between January 1, 2026 - March 31, 2026		10% off Annual pass is purchased between 1/1/2026 - 3/31/2026	
Family Annual Pass (2 adults + 2 children): Includes 20% discount on party packages and access to special member days	Each	$825	$1,031

Family Annual Pass - Each Additional Adult	Each Additional Adult	$345	$431
Family Annual Pass - Each Additional Senior or Child	Each Additional Senior or Child	$150	$188
Administrative Fee for replacement of annual passes only	Each	$10	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	
Recreation Add Ons			
Batting Cages	Per Participant	$5 plus facility drop in fee	
Batting Cages - 10 punch card	Each	$100 includes drop in fee	
Rockwall	Per Participant	$5 plus facility drop in fee	
Rockwall - 10 punch card	Each	$100 includes drop in fee	
Golf Simulator	Hourly	$50	
Rockwall	Hourly	$150	
Rec Center Special Events			
Puzzle Event	Per team	$40	
Family Dance	Per Participant	$15	
Pickleball Tournament	Per Team	$75	
Family Game Night	Part of Season Pass	No Extra Charge	
Pool Special Events	Per Participant	$15	
Pickleball Mixer	Per Participant	$25	
Adult Programs			
Adult Volleyball League Team	Per Season Participant	$400	
Adult Volleyball League Individual	Per Season Participant	$66	
Adult Basketball League Team	Per Season Participant	$550	
Adult Basketball League Individual	Per Season Participant	$75	
Pickleball Clinic Adults	Per Participant Per Session	$30	

Pickleball Clinic Youth	Per Participant Per Session	$25	
Senior Games	Per Participant Per Event	$10	
Personal Training	Per Participant Per Hour	$60	$75
Adult Cornhole League Individual	Per Season Per Team	$50	
Adult Fitness Classes 30 minutes	Each	$10	$12
Adult Fitness Classes 60 minutes	Each	$15	$18
Adult Fitness Classes 90 minutes	Each	$20	$25
Late Payment Registration for league play	10% increase to base fee	10% increase to base fee	
Youth and Teens			
Parents Night Out	Per Participant	$40	
Kid's Summer Day Camp	Each	$40	$50
Kid's Summer Day Camp (Weekly Fee)	Each	$150	$188
Kid's Summer Day Camp Multi-Child Discount	10% Off Base Fee	10% Off Base Fee	
Youth Basketball League	Per Season Participant	$65	
Youth Flag Football League	Per Season Participant	$95	
Youth Street Hockey	Per Season Participant	$70	
After School Enrichment Program	Per Season Participant	$120	
Tiny Tots Sports League	Per Season Participant	$60	
Youth Volleyball League	Per Season Participant	$75	
Youth Soccer League	Per Season Participant	$65	
Late Payment Registration for league play	10% increase to base fee	10% increase to base fee	

GCP

GOVERNMENT CONSULTING PARTNERS, INC.

CITY OF SOUTH LAKE TAHOE

PARKS & RECREATION
USER FEE STUDY: October 2025

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USER FEE STUDY:
Parks and Recreation Department

Background

On January 17, 2025, the city released a request for proposal (RFP) seeking a qualified professional firm experienced in cost recovery to perform a comprehensive review and evaluation of the citywide user fees. The RFP emphasized that the first priority of the study would be to develop a fee structure for the new Recreation and Aquatics Center.

The city is currently constructing a new Recreation and Aquatics Center scheduled to be completed in early 2026 that will replace the current Recreation and Swimming Complex. The City has contracted with Government Consulting Partners, Inc. (GCP) to perform the citywide fee study.

This report describes the City of South Lake Tahoe's user fee study results for the new fee structure for the Recreation and Aquatics Center opening in 2026.

State Law

User fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218 (1996), and the California Code of Regulations, including Government Code 66000 et seq. By law, user fees may not exceed the estimated reasonable cost of providing the services for which they were levied, unless approved by a two-thirds vote of the electorate. Proposition 218 ensures user fees are fair, transparent, and directly connected to the actual cost of the service provided.

In 2010, Proposition 26 was adopted and states that user fees are limited to the "estimated reasonable cost of providing a service" by Government Code section 66014(a) and other supplementary legislation. In particular, Proposition 26 established that fees charged for the use of government property are exempt from Proposition 26. These include fees for parks and facility rentals as well as green fees, cart, and other equipment rental fees. All of these fees may be set at a price the market will bear.

Study Objective

This portion of the user fee study was performed under the general direction of the Parks and Recreation Director, Recreation Manager, along with assistance from the Recreation Program Coordinator, Marketing & Events Coordinator and Administrative Assistant. GCP's primary objective in this study was to:

1. Provide the City's decision-makers with a high-level cost analysis that provides a clear picture of the Parks and Recreation revenue to costs as it relates to their fee-for-services programs.
2. Establish fees for new services that will be offered once the new Recreation Center opens in 2026.
3. Provide a comparison survey to help guide recommendations.

The emphasis of the user fee study was to focus on services offered through the new Recreation and Aquatics Center. GCP did include a program cost analysis for services outside of the new Recreation and Aquatics Center per the analysis to be completed.

USER FEE STUDY:
Parks and Recreation Department

Analysis Methodology and Approach

The Recreation fees were evaluated at two levels:

Level 1: GCP evaluated the annual cost recovery levels within various program category groupings.

- Example of a program grouping: Adult Leagues, Youth Sports, Adult /Senior Programs, Swim Lessons, Facility Rental: Gym.
- In total, GCP evaluated 29 program groupings for services that would be provided by the Recreation and Aquatics Center and eight (8) other groupings including outdoor facilities, golf, and campgrounds.

Level 2: GCP performed a comparison survey of the city's current and proposed services to other agencies offering similar services. Revenue goals presented in the business plan for the new Recreation and Aquatics Center were also reviewed before individual recommendations were made.

LEVEL 1

In order to evaluate the various program category costs, GCP implemented the following steps:

1. Define Service Program Categories
2. Identify Cost Elements
3. Assign Cost to Service Categories
4. Re-Allocate Administrative Overhead to Service Categories
5. Compare Total Cost to Revenue Goals

1. Define Service Categories

GCP worked with staff to develop a list of service categories as well as overhead and non-fee groupings. The service categories were separated into three major groups:

- **Fee for service** categories represent services that charge a fee to the customer, and the revenue is used to offset the cost of providing those services.
- **Overhead** (Administrative functions or general operating costs) are operations that staff perform, general operating costs that are a benefit to the entire department or are division specific. This would include things such as general oversight, budget management, general clerical support, electricity, etc.
- **Non-fee** services are services that are provided but there is no fee. These service categories include park maintenance, snow removal on bike trails, park ranger duties, some building rentals where the fees are waived (for example, Senior Services), and special events that are City sponsored.

2. Identify Cost Elements

GCP used fiscal year 2024-2025 budgeted expenditures, salary and benefits and included some additional staffing costs that would be added once the new recreation center has opened. These costs were then compared to the new center's business plan revenue goals for a 6 months and 12 months period.

Elements of costs included in the analysis include:

- Direct labor (full time and part time/seasonal)
- Direct Service and Supply Costs
- Indirect Labor
- Indirect Service and Supply Costs
- Citywide Indirect Costs: Costs allocated to the Parks and Recreation department through the cost allocation plan (CAP). GCP reviewed two versions of the results: one with this cost and one without these costs. It is uncommon for a general fund department to pay back the general fund for services. The analysis shown in this report is without the CAP costs. GCP would be happy to provide the analysis results with the CAP included if the city would like.

3. Assign Costs to Service Categories

This step comprises the most significant part of the GCP study:

- **Direct Labor Costs:** GCP worked with the Recreation staff to assign, by percentage, where each staff member spent their time at an annual level. This time was then allocated to the appropriate service category as a percentage of their total salary and benefit costs.
- **Direct Expenses:** The staff then let GCP know how the operating expenses should be allocated to the various service categories.
- **Revenue:** The department provided the revenue goals per category that were estimated in the Recreation and Aquatic Center's business plan. The revenue goals were shown for 6 months and 12 months.

4. Re-allocate Administrative Overhead to Service Categories

To build the full cost for each service category, the costs associated with the overhead categories were re-allocated to the other service categories based on the percentage of labor spent. If the overhead was considered department wide, then all of the service categories, minus any overhead categories, were part of this calculation. If the overhead was specific to only a hand full of categories, then the cost was re-allocated only to those service categories.

5. Compare Total Cost to Revenue

Once the costing side of the analysis was completed, a comparison of the costs was made to the 6 month and 12-month revenue goals. This cost recovery percentage shows the ratio of total costs divided by the revenue goal.

Analysis Results

The Recreation service categories were either considered a fee for service or a non-fee. GCP has shown the overall cost of the non-fee and fee related service categories below. The fee-related service categories

show the current cost recovery compared to the 6 month and 12-month recovery goals from the business plan.

Non-Fee Related Service Categories:

Non-Fee Service Categories	Total Costs without CAP
Facility Rentals: Buildings (no charge)	$37,378
Special Events - City Sponsored Non-Revenue Generating	$290,950
Park Maintenance	$1,088,296
Snow Removal	$230,865
Park Ranger Duties	$285,810
Golf - non-fee*	$20,000
Campground - non-fee*	$120,000
General non-fee*	$215,675

Recreation and Aquatic Center Fee Service Categories:

Fee Service Categories	FY 23/24 Revenue	Total Costs without CAP	FY 23/24 Cost Recovery %	Target Recovery Goal $ 6 months	Target Recovery Goal % 6 months	Target Recovery Goal $ 12 months	Target Recovery Goal % 12 months
Recreation and Aquatics Center Program Categories							
Adult Leagues	$0	$86,670	0%	$5,500	6%	$11,000	13%
Youth Sports	$11,248	$144,729	8%	$7,912	5%	$15,824	11%
Youth Programs	$0	$136,171	0%	$77,900	57%	$155,800	114%
Adult / Senior Programs	$0	$78,283	0%	$0	0%	$0	0%
Contracted Classes	$6,832	$96,053	7%	$36,125	38%	$72,250	75%
Swim Lessons	$11,962	$378,429	3%	$38,400	10%	$76,800	20%
Lap Swim / Recreation Swim	$10,834	$469,173	2%	$63,000	13%	$126,000	27%
Storytime w/ Mermaid	$0	$9,906	0%	$160	2%	$320	3%
Aquatic Special Events	$0	$18,739	0%	$6,500	35%	$13,000	69%
Aquatic: Adult Fitness Class / Master Swim	$6,753	$254,360	3%	$26,000	10%	$52,000	20%
Obstacle Course - Inflatables	$0	$58,501	0%	$0	0%	$0	0%
Pool Rental	$5,000	$126,048	4%	$5,000	4%	$10,000	8%
Facility Rentals: Buildings - Tournaments	$0	$72,383	0%	$15,000	21%	$30,000	41%

USER FEE STUDY:
Parks and Recreation Department

Facility Rentals: Buildings - Meeting Rooms	$0	$31,818	1%	$771	1%	$3,900	12%
Facility Rentals: Buildings - Party Room	$0	$39,516	0%	$2,500	6%	$5,000	13%
Facility Rentals: Buildings - Event Space	$0	$178,670	0%	$183,750	103%	$367,500	206%
Facility Rentals: Buildings - Commercial Kitchen	$0	$49,093	0%	$14,000	29%	$28,000	57%
Facility Rentals: Buildings - Gym Pickleball	$0	$71,730	0%	$0	0%	$0	0%
Facility Rentals: Buildings - Gym Rental	$29,996	$61,683	49%	$4,800	8%	$9,600	16%
Facility Rentals: Buildings - Indoor Soccer	$2,500	$48,550	5%	$0	0%	$0	0%
Facility Rentals: Buildings - Batting Cages	$0	$78,484	0%	$30,000	38%	$60,000	76%
Facility Rentals: Buildings - Basketball Courts	$0	$48,550	0%	$0	0%	$0	0%
Facility Rentals: Buildings - Volleyball Courts	$0	$48,550	0%	$0	0%	$0	0%
Facility Use: Climbing Wall	$0	$94,206	0%	$14,000	15%	$28,000	30%
Facility Use: Golf Simulators	$0	$57,764	0%	$15,000	26%	$30,000	52%
Day Pass*	$2,709	$160,596	2%	$135,625	84%	$271,250	169%
Multi Use Pass*	$28,350	$114,805	25%	$33,282	29%	$66,564	58%
Shower - Day Pass	$1,673	$18,847	9%	$1,673	9%	$3,345	18%
Annual Pass*	$0	$50,593	0%	$26,688	53%	$53,375	105%

* Since passes allow access to many different amenities within the recreation center, some of the costs may be included in other service categories.

The new Recreation and Aquatics Center's business plan listed two revenue options: Scenario A with a total revenue of $1,248,195 or Scenario B with a total revenue of $1,504,937.50. The different scenarios did offer different services. The revenue goal listed in the GCP level 1 analysis is a mix of the two options with a 12-month revenue goal of $1,489,528. However, this goal was further refined when the individual fee recommendations were developed and is now approximately $1,220,486. The total cost for these program categories was $3,082,898 for an overall 39.59% recovery.

The costs for the new services are estimated as are the revenues and should be evaluated after being in place for twelve months.

Other Fee Service Categories:

Fee Service Categories	FY 23/24 Revenue	Total Costs without CAP	FY 23/24 Cost Recovery %	Target Recovery Goal $ 6 months	Target Recovery Goal%	Target Recovery Goal$ 12 months	Target Recovery Goal %
Other Program Categories							
Facility Rentals: Buildings - Senior Center	$771	$91,038	1%	$771	1%	$1,541	2%

Outdoor Park Facility Rentals: Picnic Shelters and Picnic Areas	$10,655	$28,103	38%	$0	0%	$0	0%
Outdoor Park Facility Rentals: Regan Beach West	$13,170	$28,103	47%	$13,170	47%	$26,339	94%
Special Event Facility Rentals (large scale events): Golf Course; Lakeview Commons; Bijou Park (entire park)	$1,300	$25,756	5%	$1,300	5%	$2,600	10%
Bijou Golf Course	$99,841	$437,754	23%	$99,841	23%	$199,682	46%
Campground	$174,775	$304,043	57%	$174,775	57%	$349,550	115%
Boat Ramp**	$24,206	$169,971	14%	$24,206	14%	$48,411	28%
Ice Arena*	$0	$5,125	0%	$0	0%	$0	0%

* The Ice Arena has minimal oversight from the Director.

** Boat Ramp fees are set by the state and cannot be changed.

Eight "other" program categories were reviewed that are not part of the new Recreation and Aquatics Center. The total cost for these program categories was $1,089,892 with current revenues of $324,716 or 29.79% recovery. Some fees such as the Boat Ramp fees are set by the state and cannot be adjusted. No fee changes are recommended for these categories.

LEVEL 2

GCP reviewed the current and proposed new services for the Recreation and Aquatics Center and compared them to other agencies with similar services.

- Fees were compared to eight other agencies, with additional agencies added as needed.
- When making a comparison of the various passes, GCP took into consideration the amenities being offered by each agency.

Comparison Survey

It is common for agencies to want to compare their fees to other agencies, however, it is important to note that not all services may be an apples-to-apples comparison. For example, when comparing swimming lessons, it is important to look at the length of each session or how many lessons are provided? For an annual pass, you may need to look at what amenities the pass allows you access to. A comparison survey can provide some guidance when looking at the key considerations when setting fees.

GCP chose eight primary agencies (see below) to be part of the city's recreation comparison survey. These eight agencies were chosen due to their close proximity to the city, for providing similar amenities or for being a similar tourist destination.

USER FEE STUDY:
Parks and Recreation Department

Primary Comparison Agencies

- Incline Village GID, NV
- Douglas County, NV
- Kale Community Center, NV
- City of Reno, NV
- City of Auburn, CA
- City of Roseville, CA
- City of West Sacramento, CA
- Town of Mammoth Lakes, CA

In order to provide a good comparison of the proposed new services, some additional agencies were included: Placer County, Town of Truckee, El Dorado Hills Community Service District, City of Folsom, and Orangevale Parks and Recreation District.

An example of the comparison survey results is listed below.

Comparison Survey Example: Adult (Resident) Pass

Adult - Resident	Daily	Monthly	Quarterly (90 day)	Annual	Family	Punch Card 10 use
City of South Lake Tahoe Current Fee	$6		$160	$225	$825	$80 for 20 punch
City of South Lake Tahoe Proposed fee	$10	$65		$480	$825	$80 for 10 punch
Incline Village GID (NV)	$20	$105	$320			
City of Auburn		$20		$200	$600	
Douglas County, NV Gym and Fitness Center Memberships	$7	$45	$99	$219		
Kale Community Center	$8	$54	$114	$249		
City of Reno	$10	$60	$210	$600		
City of Roseville	$9	$49				$57
Town of Mammoth Lakes		$30		$300		
City of West Sacramento	$7	$39.50			$79.50 daily	

Comparison Survey: Annual Pass

Agency	Monthly Fee	Annual 12 mo. Equivalent	Annual Pass Cost	Savings	Discount %
Incline Village GID	$105	$1,260	N/A	None	0%
City of Auburn	$20	$240	$200	$40	16.67%
Douglas County	$45	$540	$219	$321	59.4%
Kale Community Center	$54	$648	$249	$399	61.63%
City of Reno	$60	$720	$600	$120	16.67%
Town of Mammoth Lakes	$30	$360	$300	$60	16.67%

West Sacramento	$39.50	$474	$403 (with 15% discount)	$71	15%
City of South Lake Tahoe (Current)	N/A	$640 (90-day x 4)	$225	$415	64.84%
City of South Lake Tahoe (Recommended)	$65	$780	$480	$300	38.46%

- **Incline Village GID** – Monthly fee is $105 ($1,260 annually). No additional discount is offered for paying 12 months in advance.
- **City of Auburn** – Monthly fee is $20 ($240 annually). The annual pass is $200, which is a $40 reduction (16.67% discount).
- **Douglas County** - Monthly fee is $45 ($540 annually). The annual pass is $219, which is a $321 reduction (59.4% discount).
- **Kale Community Center** - Monthly fee is $54 ($648 annually). The annual pass is $249, which is a $399 reduction (61.63% discount).
- **City of Reno** - Monthly fee is $60 ($720 annually). The annual pass is $600, which is a $120 reduction (16.67% discount).
- **Town of Mammoth Lakes** - Monthly fee is $30 ($360 annually). The annual pass is $300, which is a $60 reduction (16.67% discount).
- **West Sacramento** - Monthly fee is $39.50 ($474 annually). A 15% discount applies if 12 months are prepaid, making the total $403.
- **City of South Lake Tahoe** - No monthly fee is offered, only a 90-day pass for $160 ($640 annually if purchased quarterly). The current annual pass is $225, which is a $415 reduction (64.84% discount). The recommended annual pass is $480, which would be a $300 reduction (38.46% discount) compared to a projected monthly fee of $65 ($780 annually).

Comparison Survey Example: Adult Pass Amenities

	City of South Lake Tahoe	Incline Village GID, NV	City of Auburn	Douglas County, NV	Kale Community Center	City of Reno	City of Roseville	Town of Mammoth Lakes	City of West Sacramento
Adult Annual Pass	$225 Current $480 Proposed	Standard $870 w IVGID pass $600	$200	$219	$249	$600	Only Offers Monthly	$300	Only Offers Monthly
Family	$825 Current $825 Proposed	(Couple or family of 2) Standard $1435 w IVGID pass $990	(up to 6 household members) $600				Only Offers Monthly	Family (2 adults + all children free) $600	Only Offers Monthly
Strength/Cardiovascular workout room (fitness center)	x	x	x	x	x	x	x		
Gymnasium	x	x	x	x	x	x	x	x	x
Natatorium	x								
Lap Swim	x	x						x	
Indoor Pool	x	x	x			x	x	x	
Sauna		x							
Ping Pong (game room)	x	x	x	x		x			
Computers w/ Wi-Fi access		x				x			
Aqua Fitness classes		x							
Group Fitness Classes							x		x
Indoor Walking Track	x		x	x	x				
Racquetball Court			x	x					
Rock wall					x				
Open skate (ice)								x	
Offers 20% party rental discounts, free admission to select P&R events, discount on skate rentals, one free ice skating lesson								x	

Not all agencies surveyed provided the same access to amenities with an annual pass. At the time of the comparison, some of these agencies stated that they were building their own new recreational facility or

pool. Fees as well as amenities for these agencies may have changed or may change in the near future once their new facility or pool has opened.

Key Considerations

In addition to the annual costs of services and the results of the comparison survey, there are other principal factors to consider when setting recreation fees:

- **Price Elasticity of Demand:** When proposing fee recommendations, the elasticity of demand for the service should be considered. For example, will raising the fee result in a loss of participants or is the demand there to sustain participation levels.

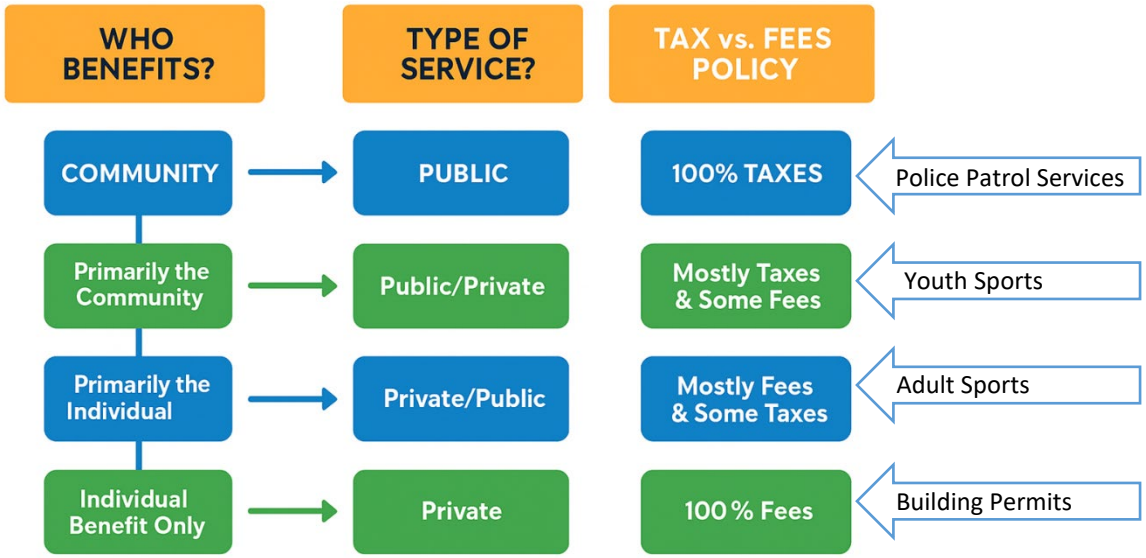
- **Economic Barriers:** It may be a desire to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.

- **Competition:** Certain services, such as facility rentals, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available.

- **Community Benefit:** If a user fee service benefits the community as a whole to some extent, it is appropriate to subsidize a portion of the fee. This is often the case with Youth or Senior programs within Recreation.

- **Public Service vs. Private Service:** Public services, like police patrol services, are covered mainly by taxes. User-fee-related services tend to be requested over and above public services. The chart below helps to illustrate the decision-making process when considering user fee increases.

USER FEE STUDY:
Parks and Recreation Department



Recommendations

The City currently does not have a formal cost recovery policy to guide recreation fee recommendations. In lieu of a cost recovery policy, GCP has discussed the results of the comparison survey, evaluated the business plan and participation levels, and has worked with staff to present fee recommendations. All fee recommendations adhere to state laws and regulations.

GCP recommends that once the new facility is open that staff monitor the demand for each new service and evaluate if estimated participation levels are performing as anticipated. In addition, GCP recommends evaluating the cost of these new services after six months to see if staffing levels are consistent with the estimated staffing levels of this study.

In addition, the department is recommending adjusting the contractor split from its current 70/30 split to a 60/40 split per their business plan. Based on the Level 1 GCP analysis, it appears that the current split is much lower than 30% for the city. It is likely that the current split does not consider any overhead and only assumes straight costs which does underestimate the full cost of providing these services. GCP recommends moving forward with the proposed 60/40 split and for the city to determine whether or not any overhead should be part of the split moving forward.

The individual fee recommendations are listed in appendix A.

USER FEE STUDY:
Parks and Recreation Department

APPENDIX A

Recreation & Aquatics Center

Fee Description	Unit	Current Adopted Fee 3/25/2025	Proposed Fee	Proposed Fee Non-Resident
Gym Rentals				
Full (2 Courts)	Hourly	$71	$250	
1/2 Gym (1 Court)	Hourly	$40	$125	
1/4 (1/2 Court)	Hourly	$20	$65	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	
Facility Rental Setup Fee	Per Hour Per Staff	$43	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	10% of total rental fee due	
Meeting Room Rentals				
Rental	Per Hour	$20	$25	
Non Fee	No Charge	No Charge	No Charge	
Senior Services Meetings	No Charge	No Charge	No Charge	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	
Community Room Rentals				
Rental	Hourly	$39	$55	
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation & Aquatics Center	No Charge	No Charge	No Charge	
Youth Organization Meetings	Hourly	$15	$15	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	
Senior Services Meetings	No Charge	No Charge	No Charge	
Facility Rental Setup Fee	Per Hour Per Staff	$43	$48	

Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	10% of total rental fee due	
Commercial Kitchen Rental				
Commercial Kitchen Rental	Hourly	$33	$50	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	
Facility Rental Setup Fee	Per Hour Per Staff	$43	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	10% of total rental fee due	
Dance/Fitness Room Rental				
Rental	Hourly	*New*	$55	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	
Senior Services Meetings	No Charge	No Charge	No Charge	
Facility Rental Setup Fee	Per Hour Per Staff	$43	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	10% of total rental fee due	
Event Space Rentals				
Event Space Weekday	Mon-Thurs $/hr.	*New*	$350	
Event Space Weekend	Fri -Sun $/hr.	*New*	$450	
Event Space After Hours	Per hour	*New*	$100	

Audio Video Ad On	Flat Fee	*New*	$150	
Event Space Facility Rental Setup Fee	Per Hour (2 hour minimum)	$43	$48	
Ceremony Chair Package	$7-$9 per chair comps	*New*	$8 per chair	
Non-Profit Organizations	25% Off Base Rate	*25% Off Base Rate*	25% Off Base Rate	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	10% of total rental fee due	
Pool Rental				
Swimming Pool Rental Rate	Hourly	$84	$85	
Lap Pool Rental (Full)	Hourly	*New*	$85	
Lap Pool Rental (1/2 pool)	Hourly	*New*	$45	
Lap Lane Rental (1 Lane)	Hourly	*New*	$15	
Play Pool Rental	Hourly	*New*	$95	
Lifeguard Hourly Rate (Rental)	Hourly	Actual cost at fully burdened rate	Actual cost at fully burdened rate	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	
Facility Rental Setup Fee	Per Hour Per Staff	$43	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	10% of total rental fee due	
Party Room				
Rental Weekday	Mon-Thurs $/hr.	$45	$40	
Rental Weekend	Fri -Sun $/hr.	$50	$50	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	

Facility Rental Setup Fee	Per Hour Per Staff	$43	$48	
Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	$500 Minimum or $1,500 Maximum	
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	$15 Minimum or $50 Maximum	
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	10% of total rental fee due	
Party Packages				
Mini Mountain Movers Party Package	Session Rental	$299	$225	
Batting Cages	2 Hour Party	*New*	$300	
Rockwall	1 Hour Party	*New*	$200	
Obstacle Course Pool Add On	Per Event	*New*	$75	
Pool Party Package	Session Rental	$199	$200	
Aquatics				
Obstacle Course	Per Participant	*New*	$5 plus facility drop in fee	
Lifeguard Certification Course	Per Participant	*New*	$235	
Water Safety Instructor Certification Course	Per Participant	*New*	$299	
Junior Lifeguards	Per Participant Per 4 week Session	*New*	$200	
Mini Lifeguards	Per Participant Per 4 week Session	*New*	$185	
Swim Team	Per Participant Per Month/Session	*New*	$120	
Development Swim Team	Per Participant Per Month/Session	*New*	$105	
Aquatics Special Class (Ex Log Rolling)	Per Participant Per Class	*New*	$7	
Float Fit Aquatics Fitness Classess 30 minutes	Each	$10	$10	
Float Fit Aquatics Fitness Classess 60 minutes	Each	$20	$20	
Float Fit Aquatics Fitness Classess 90 minutes	Each	$30	$30	
Locker Rental	Per month	*New*	$20	
Swimming Programs				
H2O Exercise: Adult 18-54 years	Each	$7	$8	$10

H2O Exercise: Senior or Permanent Disability	Each	$6	$6	$8
H2O Exercise: Adult 18-54 years - 10 Use Pass	Each	$50	$60	$75
H2O Exercise: Senior or Perm Disability - 10 Use Pass	Each	$40	$50	$65
H2O Exercise: Individual Annual Pass	Each	$295	$295	$369
Swimming Lessons (Group) 8 Class Session	Each	$49	$50	
Swimming Lessons (Group) 6 Class Session	Each	$39	$40	
Swimming Lessons (Group) 4 Class Session	Each	$29	$30	
Private Lessons (25 minutes) 1 Student	Each	$33	$33	
Private Lessons (25 minutes) 2 Students	Each	$44	$45	
Private Lessons (25 minutes) 3 Students	Each	$55	$55	
Master Swim Drop In	Each	$10	$10	$12
Master Swim Session 10 Use Punch Card	Each	$60	$70	$85
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	
Facility Day Use: Includes Gym, Natatorium, Exercise Room, Walking Track				
Adult: 18-54 Year	Each	$6	$10	$15
Youth: 18 Years and Under	Each	$4	$8	$12
Senior 55 Years and Up or Permanent Disability	Each	$5	$8	$12
Public Shower Adult/Discount for Senior, Disabled, and Youth	Each	$3/$2	$3/$2	
Daily Day Rate for Medi-Cal, WIC , and Veteran Participants				
Adult: 18 and Over	Each	$3	$3	
Youth: 18 Years and Under	Each	$2	$2	
Facility Multi-Use Day Passes: Includes Gym, Natatorium, Exercise Room, Walking Track				
Adult - 10 use punch card	Each	$80	$80	$100
Adult - Monthly	Each	*New*	$65	$81
Adult - 90 Day (City Employees Only)	Each	$160	$45	
Senior or Permanent Disability -10 use punch card	Each	$50	$65	$81

Senior or Permanent Disability - Monthly	Each	*New*	$50	$63
Children 3 years and Under Are Free with a Paying Adult for Recreation Drop in only	Each	Free with a paying adult for recreation drop in only		
Youth -10 use punch card	Each	$45	$65	$81
Youth Monthly	Each	*New*	$50	$63
Couple Annual Pass	Each	*New*	$690	$863
Individual Annual Pass	Each	$225	$480	$600
Youth Annual Pass	Each	*New*	$300	$375
Youth Annual Pass for GPA of 3.5 or higher (Resident Only - Ages 14-17)	Each	*New*	$150	
Senior Annual Pass	Each	*New*	$300	$375
10% off Annual pass is purchased between January 1, 2026 - March 31, 2026		*New*	10% off Annual pass is purchased between 1/1/2026 - 3/31/2026	
Family Annual Pass (2 adults + 2 children): Includes 20% discount on party packages and access to special member days	Each	$825	$825	$1,031
Family Annual Pass - Each Additional Adult	Each Additional Adult	*New*	$345	$431
Family Annual Pass - Each Additional Senior or Child	Each Additional Senior or Child	*New*	$150	$188
Administrative Fee for replacement of annual passes only	Each	$10	$10	
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate	25% Off Base Rate	
Recreation Add Ons				
Batting Cages	Per Participant	*New*	$5 plus facility drop in fee	
Batting Cages - 10 punch card	Each	*New*	$100 includes drop in fee	
Rockwall	Per Participant	*New*	$5 plus facility drop in fee	
Rockwall - 10 punch card	Each	*New*	$100 includes drop in fee	
Golf Simulator	Hourly	*New*	$50	
Rockwall	Hourly	*New*	$150	
Rec Center Special Events				

Puzzle Event	Per team	*New*	$40	
Family Dance	Per Participant	*New*	$15	
Pickleball Tournament	Per Team	*New*	$75	
Family Game Night	Part of Season Pass	No Extra Charge	No Extra Charge	
Pool Special Events	Per Participant	*New*	$15	
Pickleball Mixer	Per Participant	*New*	$25	
Adult Programs				
Adult Volleyball League Team	Per Season Participant	$400	$400	
Adult Volleyball League Individual	Per Season Participant	$66	$66	
Adult Basketball League Team	Per Season Participant	$550	$550	
Adult Basketball League Individual	Per Season Participant	$75	$75	
Pickleball Clinic Adults	Per Participant Per Session	*New*	$30	
Pickleball Clinic Youth	Per Participant Per Session	*New*	$25	
Senior Games	Per Participant Per Event	*New*	$10	
Personal Training	Per Participant Per Hour	*New*	$60	$75
Adult Cornhole League Individual	Per Season Per Team	$30 Per Participant	$50	
Adult Fitness Classes 30 minutes	Each	$10	$10	$12
Adult Fitness Classes 60 minutes	Each	$15	$15	$18
Adult Fitness Classes 90 minutes	Each	$20	$20	$25
Late Payment Registration for league play	10% increase to base fee	*New*	10% increase to base fee	
Youth and Teens				
Parents Night Out	Per Participant	$40	$40	
Kid's Summer Day Camp	Each	*New*	$40	$50
Kid's Summer Day Camp (Weekly Fee)	Each	*New*	$150	$188
Kid's Summer Day Camp Multi-Child Discount	10% Off Base Fee	*New*	10% Off Base Fee	
Youth Basketball League	Per Season Participant	$65	$65	

Youth Flag Football League	Per Season Participant	$95	$95	
Youth Street Hockey	Per Season Participant	*New*	$70	
After School Enrichment Program	Per Season Participant	$120	$120	
Tiny Tots Sports League	Per Season Participant	$60	$60	
Youth Volleyball League	Per Season Participant	$75	$75	
Youth Soccer League	Per Season Participant	$65	$65	
Late Payment Registration for league play	10% increase to base fee	*New*	10% increase to base fee	

City of South Lake Tahoe Recreation and Aquatic Center Fee Study

GOVERNMENT CONSULTING PARTNERS, INC.

CITY OF SOUTH LAKE TAHOE



AGENDA

- General Background
- State Laws
- GCP's Methodology & Approach
- Comparison Survey
- Key Considerations

Background

- January 17, 2025, the City released a request for proposal (RFP)seeking a qualified professional firm experienced in cost recovery to perform a comprehensive review and evaluation of the citywide user fees. The RFP emphasized that the first priority of the study would be to develop a fee structure for the new Recreation and Aquatics Center.

- The City is currently constructing a new Recreation and Aquatics Center scheduled to be completed in early 2026 that will replace the current Recreation and Swimming Complex. The City has contracted with Government Consulting Partners, Inc. to perform the citywide fee study.

State Laws

- Proposition 218 (1996) Ensures user fees are fair, transparent, and directly connected to the actual cost of the service provided.

- Proposition 26 (2010) States that user fees are limited to the "estimated reasonable cost of providing a service" by Government Code section 66014(a) and other supplementary legislation.

  - It should be noted that fees charged for the use of government property are exempt from Proposition 26. These include fees for parks and facility rentals as well as green fees, cart and other equipment rental fees. All of these fees may be set at a price the market will bear.

Methodology and Approach

The Recreation fees were evaluated at two levels:

- Level 1: GCP evaluated the annual cost recovery levels within various program groupings.
  - Example of a program grouping: Adult Leagues, Youth Sports, Adult /Senior Programs, Swim Lessons, Facility Rental: Gym.
  - In total, GCP evaluated 25 fee programs for services that would be provided by the Recreation and Aquatics Center.
- Level 2: GCP performed a comparison of the city's current fees to the fees proposed in the department's business plan for the new Recreation and Aquatics Center and to other jurisdictions offering similar services.

Methodology and Approach Level 1

Level 1: GCP incorporated the following into the annualized analysis:

- Direct Labor Costs
- Direct Service and Supply Costs
- Indirect Labor
- Indirect Service and Supply Costs
- Citywide Indirect Costs: Costs allocated to Recreation through the cost allocation plan.

Methodology and Approach Level 1

Level 1: GCP then compared the total annual cost to the total annual revenue from the prior year. This provided the cost recovery percentage for each program area. Note: Some program areas contained new services and therefore represent the estimated costs. GCP also compared the annual cost to the business plan's revenue goals. An example of the results is listed below:

Service Category Name	CURRENT REVENUE	SERVICE AREA DESCRIPTION	TOTAL ANNUAL COST	CURRENT COST RECOVERY %	TARGET RECOVERY GOAL $ (6 months)	TARGET RECOVERY GOAL %	TARGET RECOVERY GOAL $ (12 months)	TARGET RECOVERY GOAL %
Swim Lessons	$ 11,962.00	Fee	$ 388,522.26	*3%*	$ 38,400	10%	$76,800	20%

Methodology and Approach Level 2

Level 2: GCP reviewed the current fees and compared them to other jurisdictions with similar services.

- Fees were compared to eight other agencies, with additional agencies added as needed.
- When performing the comparison for the various passes, GCP took into consideration the amenities being offered by each agency.

Comparison Survey Results

Eight primary agencies were chosen to review the fees due to their close proximity to the city, similar amenities being offered or for being a tourist destination.

- Incline Village GID, NV
- Douglas County, NV
- Kale Community Center, NV
- City of Reno, NV
- City of Auburn, CA
- City of Roseville, CA
- City of West Sacramento, CA
- Town of Mammoth Lakes, CA

Other agencies included: Placer County, Town of Truckee, El Dorado Hills Community Service District, City of Folsom, and Orangevale Parks and Recreation District

Adult - Resident	Daily	Monthly	Quarterly (90 day)	Annual	Family	Punch Card 10 use
City of South Lake Tahoe Current Fee	$6		$160	$225	$825	$80 for 20 punch
City of South Lake Tahoe Proposed fee	$10	$65		$480	$825	$80 for 10 punch
Incline Village GID (NV)	$20	$105	$320			
City of Auburn		$20		$200	$600	
Douglas County, NV Gym and Fitness Center Memberships	$7	$45	$99	$219		
Kale Community Center	$8	$54	$114	$249		
City of Reno	$10	$60	$210	$600		
City of Roseville	$9	$49				$57
Town of Mammoth Lakes		$30		$300		
City of West Sacramento	$7	$39.50			$79.50 daily	

Comparison Survey Example: Adult Pass

	City of South Lake Tahoe	Incline Village GID, NV	City of Auburn	Douglas County, NV	Kale Community Center	City of Reno	City of Roseville	Town of Mammoth Lakes	City of West Sacramento
Adult Annual Pass	$225 Current $480 Proposed	Standard $870 w IVGID pass $600	$200	$219	$249	$600	Only Offers Monthly	$300	Only Offers Monthly
Family	$825 Current $825 Proposed	(Couple or family of 2) Standard $1435 w IVGID pass $990	(up to 6 household members) $600				Only Offers Monthly	Family (2 adults + all children free) $600	Only Offers Monthly
Strength/Cardiovascular workout room (fitness center)	x	x	x	x	x	x	x		
Gymnasium	x	x	x	x	x	x	x	x	x
Natatorium	x								
Lap Swim	x	x						x	
Indoor Pool	x	x	x			x	x	x	
Sauna		x							
Ping Pong (game room)	x	x	x	x		x			
Computers w/ Wi-Fi access		x				x			
Aqua Fitness classes		x							
Group Fitness Classes							x		x
Indoor Walking Track	x		x	x	x				
Racquetball Court			x	x					
Rock wall					x				
Open skate (ice)								x	
Offers 20% party rental discounts, free admission to select P&R events, discount on skate rentals, one free ice skating lesson								x	

Comparison Survey Example: Adult Pass Amenities

Key Considerations

GCP presented the annual costs of services and the results of the comparison survey, but there are other principal factors to consider, when setting Recreation fees:

- Price Elasticity of Demand: When proposing fee recommendations, the elasticity of demand for the service should be considered. Will the raising of the fee result in a loss of participants or is the demand there to sustain participation levels.

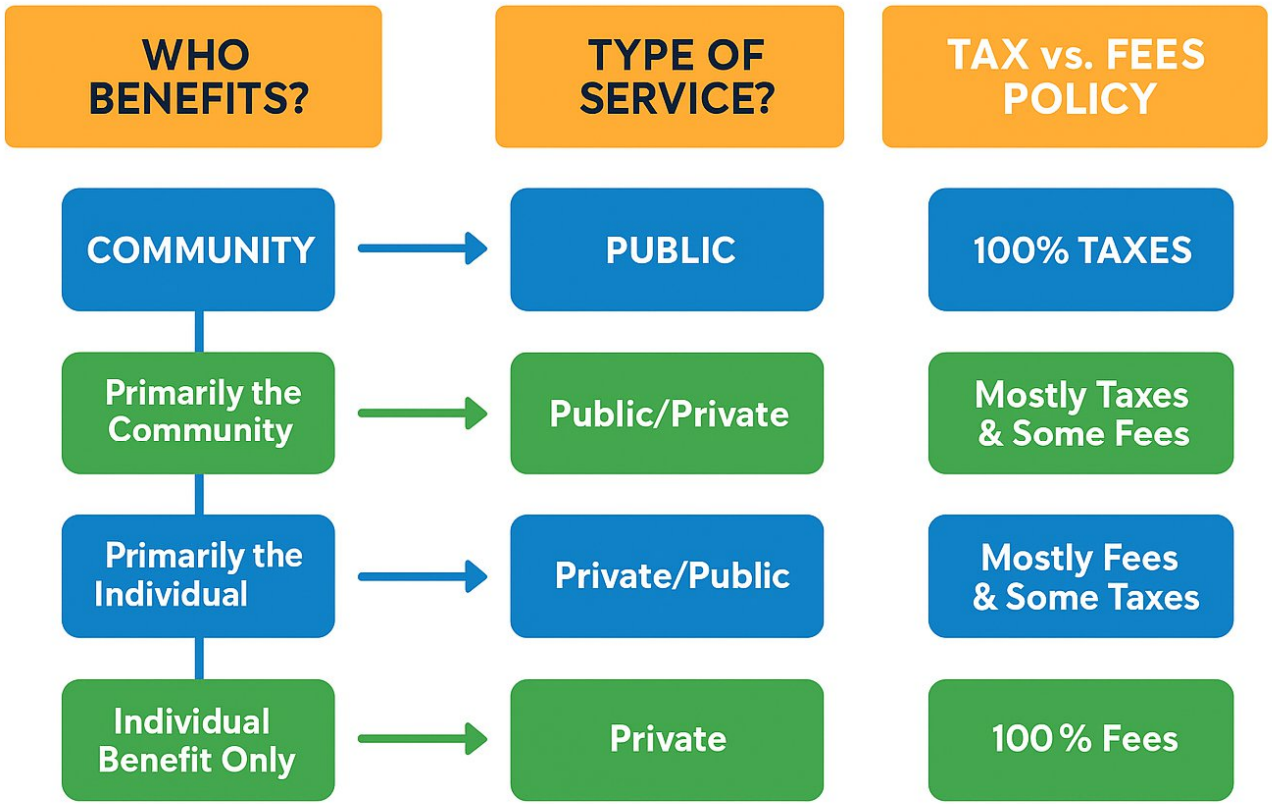
- Economic Barriers: It may be a desired to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.

Key Considerations

- Competition: Certain services, such as facility rentals, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available.

- Community Benefit: If a user fee service benefits the community as a whole to some extent, it is appropriate to subsidize a portion of the fee. This is often the case with Youth or Senior programs within Recreation.

- Public Service vs. Private Service: Public services, like police patrol services, are covered mainly by taxes. User-fee-related services tend to be requested over and above public services. The chart on the next page helps illustrate the decision-making process when considering user fee increases.



Example Services

- Police Patrol Services
- Youth Sports
- Adult Sports
- Building Permits

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:22

Agenda Item: Sign Ordinance Update

Executive Summary: On August 12, 2025, Mayor Pro Tem Bass (seconded by Councilmember Jinkens) requested a presentation on the City Sign Ordinance and a discussion of potential amendments to the ordinance.

Requested Action / Suggested Motions: Pass a Motion providing staff direction on amending South Lake Tahoe City Code Chapter 6.40 - Signs and Advertising Structures.

Responsible Staff Member: John Hitchcock, Planning Manager, and Heather Stroud, City Attorney

Reviewed and Approved By: Zachary Thomas, Director of Development Services Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance

Attachments:

01 - Staff Report - Sign Ordinance Update.docx
02 - Chapter 6.40 Sign Ordinance.pdf
03 - Tourist Core Area Plan Sign Standards.pdf

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

Meeting Date: November 4, 2025

Title: Sign Ordinance Update

Location: Citywide

Responsible Staff Member: John Hitchcock, Planning Manager, and Heather Stroud, City Attorney

Background:
On August 12, 2025, Mayor Pro Tem Bass requested a presentation on the City Sign Ordinance and a discussion of potential amendments to the ordinance, for example being more permissive with allowing sandwich boards. Council member Jinkens seconded the request.

Under Section 38.2.3(A) of the TRPA Code of Ordinances, local jurisdictions may prepare equal or superior sign standards to the TRPA Sign Ordinance contained in Chapter 38 of the TRPA Code of Ordinances.

Over a three-year period from 1990 to 1993, the City conducted several workshops with members of the business community and drafted a substitute sign ordinance, which the City Council subsequently adopted. In 2005, the City Council revisited the sign ordinance to address flexibility and enforcement issues but ultimately did not move forward with any amendments.

In June and July of 2011, the City Council held special meeting work sessions to discuss the “Fixin’ 50” Initiative, a program to improve the built environment along U.S. 50, and the sign ordinance. As a result of the input received at those work sessions, the City Council directed staff to bring back an amendment to the sign ordinance to allow banner signs and portable signs (sandwich board) in limited circumstances.

On October 18, 2011, the City Council adopted Ordinance 1033, amending the sign ordinance as follows:

- Removed banner signs and portable signs from the “Signs Prohibited” section and added a new section allowing banners and sandwich boards during holiday periods (the month of December, New Year’s Eve day and New Year’s Eve, Martin Luther King weekend, President’s Day weekend, Memorial Day weekend, July 14th weekend, Labor Day weekend, Thanksgiving weekend, or during City sanctioned community events.
- Signs shall not be located within a street right-of-way, sidewalk, bicycle path, pedestrian walkway, designated parking space, ADA accessible zone or path, or clear zone.

- Signs shall not impede pedestrian or bicycle circulation.
- Signs shall be professionally designed and manufactured.
- Banner signs that are community benefit signs in areas designated by the community plan.

Once the amendment went into effect, Code Enforcement staff found it difficult to enforce the regulations because the term “weekends” is not clearly defined in the Code. There was also a desire by the City Council to allow for portable signs at all times to promote economic activity.

On August 21, 2012, the City Council adopted Ordinance No. 1042 amending the sign ordinance to allow sandwich boards to be displayed only during weekends defined as Saturday at 8:00 a.m. through Sunday at 5:00 p.m. and holiday periods defined as December 24th at 8:00 am through New Year’s Day at 5:00 pm, Martin Luther King Jr. Day, President’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or during City sanctioned community events. The ordinance was further amended to limit sandwich boards to one per parcel.

On January 19, 2016, City Council adopted Ordinance No. 1095 to expand the timeframe in which the portable signs may be displayed to begin on Fridays at 8:00 a.m. through Sundays at 5:00 p.m. This amendment was initiated at the request of the business community and also as a mechanism to promote economic activity.

On June 23, 2020, City Council adopted Ordinance No. 2020-1145 amending the sign code in response to a U.S. Supreme Court ruling on what constitutes impermissible content-based restrictions on signage (*Reed v. Town of Gilbert*, 576 U.S. 155 (2015)). The signage was amended to remove any content-based regulation. The regulations on banners and sandwich boards are content-neutral time, place, and manner restrictions and were not substantially amended during this process. The current regulations regarding banners and sandwich boards are as follows (South Lake Tahoe City Code section 6.40.080(I):

- Banners and sandwich board signs are allowed without a permit in compliance with the following standards:

    - May be displayed only during weekends (Friday at 8:00 a.m. through Sunday at 5:00 p.m.) and holidays (December 24th at 8:00 a.m. through New Year’s Day at 5:00 p.m., Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day) or during city-sanctioned community events;

    - Not within a street right-of-way, sidewalk, bicycle path, pedestrian walkway, designated parking space, ADA accessible zone or path, or clear zone; and

    - Not impede pedestrian or bicycle circulation.

- Banners and sandwich boards are limited to one per parcel.

Issue and Discussion:

Enforcement of temporary and portable signs remains challenging for the Community Services Division. Often, signage is on display outside the permitted timeframe, and on many occasions, more than one sign is on display on a property. In particular, multi-business complexes that house multiple businesses are of interest in advertising. Which business would be allowed to advertise would be left to the discretion of the property owner. However, businesses tend to simply put up a display without coordinating with the owner of the complex or other businesses in the complex.

Enforcement of what constitutes a banner is also difficult to enforce. A banner is defined as a piece of cloth or other flexible material, such as plastic/vinyl sheets or canvas, that contains graphics or copy. A trend that City staff has recently noticed is the proliferation of flag signs, which can also be considered banners, except that they move and flutter, which is prohibited by the sign ordinance.

Pursuant to City Council direction, staff is requesting the City Council discuss this matter and direct staff on potential amendments that will be brought back for a Planning Commission recommendation and City Council adoption at a future meeting.

Environmental Considerations:
Potential amendments to the sign code would be exempt from environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15303 (Small Structures), 15304 (Minor Alterations to Land), and Section 15061(b)(3) (Review for Exemptions – Common Sense Rule), in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment, and individual development applications will be reviewed under CEQA as they are proposed.

Financial Implications:
None.

Policy Implications:
The adoption of amendments to the City's sign ordinance is consistent with the City's General Plan. The City's General Plan provides goals and policies to preserve the community's character, aesthetics, and environmental characteristics while maintaining a strong, healthy economy and ensuring the health and safety of the residential character of the community. Adoption of future amendments to the sign ordinance would further these goals and objectives by providing enforceable sign regulations to protect aesthetics and public safety.

Although the adopted City General Plan does not provide policy direction specific to all aspects of signage, the following goals and policies are relevant to the issue:

Policy LU-8.11: Scenic Corridors
The City should continue to work with Caltrans and property owners to enhance facades, landscaping, and infrastructure (e.g., lighting, signage, utilities) on portions of Highway 50 and State Route 89 corridors that are designated as scenic corridors by the Tahoe Regional Planning Agency.

Policy LU-8.9: Signage and Way-finding Program
The City shall create a signage and wayfinding program for residents and visitors that includes informational kiosks, gateway signs, and signs identifying special districts, neighborhoods, public facilities, special events, and school activities. Revitalized signage provides a sense of Tahoe's unique style and neighborhood character and shall conform to rich nonvibrant nature inspired colors, sensible to heights of snow and snow loads, and complying with Title 24. Kiosks should specify walking and biking distances and include maps.

Chapter 6.40
SIGNS AND ADVERTISING STRUCTURES

Sections:

Article I. Purpose and Scope

6.40.010 Authority.
6.40.020 Purpose and findings.
6.40.030 Scope.

Article II. Definitions

6.40.040 Definitions.

Article III. General Provisions

6.40.050 Compliance required.
6.40.060 Signs prohibited.
6.40.070 Planning permits required.
6.40.080 Signs and activities not requiring permits.
6.40.090 Maintenance.
6.40.100 Lighting.
6.40.110 Sign contractor's license or exemption.
6.40.120 Reserved.

Article IV. Regulation by PAS

6.40.130 Signs permitted in all PAS.
6.40.140 Signs permitted in residential PAS.
6.40.150 Signs permitted in commercial/tourist plan areas.

Article V. Construction Specifications

6.40.160 Construction specifications.

Article VI. Administration and Enforcement

6.40.170 Planning division.
6.40.180 Application for permits.
6.40.190 Permit fees.
6.40.200 Permit issuance.
6.40.210 Revocation.
6.40.220 Inspection upon completion.

6.40.230 Exceptions.
6.40.240 Locally unique signs.
6.40.250 Reserved.
6.40.260 Violations.
6.40.270 Appeals.

Article VII. Conflict, Severability and Effective Date

6.40.280 Conflict.
6.40.290 Severability.

Article VIII. Sign Design Standards

6.40.300 Applicability.
6.40.305 Alternative design standards.
6.40.310 Copy.
6.40.320 Lighting.
6.40.330 Landscaping.
6.40.340 Construction.
6.40.350 Color.
6.40.360 Sign location.
6.40.370 Sign height.
6.40.380 General sign design.

Article IX. Sign Area Formula City-Wide

6.40.390 Concept.
6.40.400 Computing the sign area.

Article X. Tourist Core Area Plan

6.40.420 Tourist core area plan.

Code reviser's note: The attachments, exhibits, and TRPA documents referenced in this chapter are available in the office of the city clerk.

Article I. Purpose and Scope

6.40.010 Authority.

This chapter is prepared pursuant to the TRPA Code of Ordinances, Section 38.2.3(A), which permits local jurisdictions to prepare equal or superior sign standards to the TRPA Sign Ordinance, contained in TRPA Chapter 38. (Ord. 1145 § 1)

6.40.020 Purpose and findings.

The purpose of this chapter shall be to establish regulations on the display, erection, use, and maintenance of signs in South Lake Tahoe. These regulations coordinate the type, placement, and scale of signs within the different land use categories in order to:

A. Promote public health and safety;

B. Minimize aesthetic impacts on the community and prevent visual clutter caused by excessive and obtrusive signs;

C. Reduce distractions, obstructions, or hazards to pedestrians and automobile traffic caused by an excessive number of signs, excessive size or height, inappropriate means of illumination, movements, indiscriminate placement, overconcentration, or unsafe construction;

D. Improve the visual quality of South Lake Tahoe;

E. Encourage the innovative use of design;

F. Promote both renovation and proper maintenance of signs;

G. Recognize that commercial and residential areas within South Lake Tahoe have different regulatory needs due to their inherent characteristics and may require different sign regulations based on the respective land uses, and that aesthetic impacts based on sign size, illumination, and placement may create a greater public nuisance in residential neighborhood areas than in commercial areas. (Ord. 1145 § 1)

6.40.030 Scope.

This chapter shall not relate to building design. Nor shall the chapter regulate official traffic or government signs; the copy and message of signs; signs not intended to be viewed from a public right-of-way; interior window displays; scoreboards on athletic fields; flags of any nation or government; gravestones; religious symbols; memorial signs; the residential display of street numbers; or any display or construction not defined herein as a sign.

The primary intent of this chapter shall be to regulate signs intended to be readable from any public street, recreation area, bike trail or from Lake Tahoe. (Ord. 1145 § 1)

Article II. Definitions

6.40.040 Definitions.

1. “Abandoned sign” means a sign, nonconforming or conforming, which no longer identifies or advertises a bona fide business, use, lessor, service, owner, product or activity for a period of six months or longer, and/or for which no legal owner can be found.

2. “Access” means any public vehicle access. Does not include pedestrian or service vehicle access.

3. “Animated sign” means a sign or display manifesting either kinetic or illusionary motion occasioned by natural, manual, mechanical, electrical, or other means. Animated signs include the following types:

a. Naturally Energized. Signs whose motion is activated by wind or other atmospheric impingement. Wind-driven signs include flags, pennants, streamers, spinners, metallic disks, windsocks or other similar devices designed to move in the wind.

b. Mechanically Energized. Signs manifesting a repetitious pre-programmed physical movement or rotation in either one or a series of planes activated by means of mechanically based drives.

c. Electrically Energized. Illuminated signs whose motion or visual impression of motion is activated primarily by electrical means. Electrically energized animated signs are of two types:

i. Flashing Signs. Illuminated signs exhibiting a pre-programmed repetitious cyclical interruption of illumination from one or more sources in which the duration of the period of illumination (on phase) is either the same as or less than the duration of the period of darkness (off phase), and in which the intensity of illumination varies from zero (off) to 100 percent (on) during the programmed cycle.

ii. Illusionary Movement Signs. Illuminated signs exhibiting the illusion of movement by means of a pre-programmed repetitious sequential switching action in which illuminated elements of the sign are turned on or off to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, scintillating, or expanding and contracting light patterns.

4. Area. See “Sign, area of.”

5. “Area identification sign” identifies an area of a distinct character composed of more than one ownership, or more than one parcel, such as a neighborhood, subdivision, shopping or industrial area.

6. “Awning” means a shelter projecting from and supported by the exterior wall of a building constructed of canvas, plastic or similar nonrigid materials on a supporting framework. Compare “Marquee.”

7. “Awning sign” means any sign affixed in any manner to the surface of an awning.

8. “Banner” means a piece of cloth or other flexible material such as plastic/vinyl sheets or canvas that contains graphics or copy.

9. “Base reference budget (BRB)” means the amount of sign area, prior to adjustments, available to a business or a multiple business complex (MBC). This amount is calculated from:

a. Gross floor area of buildings; and

b. Number of streets that access the property; and

c. Whether the business is part of a multiple business complex.

10. “Building sign” means any sign attached to a building and supported by a wall of a building, or the wall of a structure, including a mansard roof. Any permanent window signs shall be considered a building sign. For the purpose of this definition, the following signs are considered as a part of the building sign area (see definition for more clarification):

a. Awning signs;

b. Canopy signs;

c. Marquee signs;

d. Landscape wall signs;

e. Mansard roof signs;

f. Permanent window signs.

11. “Business” means a single commercial unit of operation. There may be more than one business within a building (see “Multiple business complex”), or there may be a single business in one building on one project area.

12. “Can sign” means a sign in which the sign copy is placed on a transparent face, which is attached to an enclosed box or can, usually made of metal, that has an internal light source.

13. “Canopy sign” means a sign affixed or applied to the exterior facing surface or surfaces of a building canopy or freestanding canopy.

14. “Canopy (building)” means a structure or roof covered with fabric, metal or other material and supported by a building at one or more points or extremities and by columns or posts embedded in the ground at other points or extremities. May be illuminated by means of internal or external sources. Compare “Marquee.”

15. “Canopy (freestanding)” means a structure or roof covered with fabric, metal or other material supported by columns or posts embedded in the ground. May be illuminated by means of internal or external sources.

16. City. Unless the context clearly discloses a contrary intent, the word “city” shall mean the city of South Lake Tahoe.

17. “Clearance (of a sign)” means the smallest vertical distance between the grade of the adjacent street, highway, or street curb and the lowest point of any sign, including framework and embellishments, extending over that grade.

18. “Clear zone” means the area at a street corner or driveway defined as follows:

a. Street corner clear zone is created by extending the front property line and street side property line to a point and measuring from the point along the front property line and street side yard property line to a distance of 15 feet and connecting these two points to create a triangular area.

b. Driveway clear zone is created by measuring, from the point of driveway and property line intersection, along the driveway and property lines to a distance of 15 feet and connecting these two points to create a triangular area.

19. “Construction sign” means a temporary sign identifying a construction project, owner or developer, architect, contractor or subcontractor, and other related information pertinent to the property on which the sign is located.

20. “Copy” means the graphic content of a sign surface in either permanent or removable letter, numeric, symbolic, or alphabetic form.

21. “Copy area” means the area shall be calculated by enclosing the perimeter of the copy within a rectilinear geometric figure which encloses the extreme limits of the copy and measuring the area within the perimeter.

22. “Double-faced sign” means a sign with two faces, essentially back-to-back. Each sign face is to be calculated to determine sign area.

23. “Electrical sign” means a sign or sign structure in which electrical wiring, connections, or fixtures are used.

24. “Embellishment” means a portion of a sign structure intended to accent a sign rather than to provide or carry additional message area, e.g., framing, roofing, foundations, landscaping and the like.

25. “Facade” means the entire building elevation including the parapet.

26. “Festoons” means a string of ribbons, tins, or pinwheels.

27. “Flag” means an article of cloth on flexible material displayed to the public.

a. Official Flag. The flag of any nation, state, county, city or other recognized governmental entity, flown in accordance with the state and federal laws governing such displays. A U.S. flag shall be flown in conjunction with any foreign flag.

28. Flashing Sign. See “Animated sign, electrically energized.”

29. “Freestanding sign” means a sign which is permanently supported in a fixed location on the ground by poles, braces, a foundation, a planter, pedestal, retaining wall or other structure and not attached to or supported by any building. Such signs include building wing wall signs. (See also “Low profile sign.”)

30. “Frontage, street” means that portion of a project area bounded by public roadway.

31. “Graphic” means the use of letters, symbols, or numbers to convey a message.

32. “Grade” means the surface elevation of the street, or the natural ground elevation beneath the sign.

33. “Gross floor area (GFA)” means the measure of commercial square footage calculated as the floor area within the outer walls of a building or store space, including storage space. This shall not include stairwells and air shafts.

If more than one business is occupying the same floor space, the floor space shall be counted once to determine the gross floor area.

If a business occupies one floor of a two-story business, the GFA shall be based on the one floor. Should the business extend to the second floor, its new sign area shall be recalculated including the second floor. Should the business revert back to the first floor, then the GFA reverts back to floor one. Any signage increase resulting from the expansion to the second floor shall now have to be reduced accordingly.

34. “Height (of a sign)” means:

Freestanding Sign: the vertical distance measured from the highest point of the sign structure, including decorative embellishments, to the curb grade of the adjacent street or the surface grade beneath the sign, whichever is less.

Building Sign: the vertical distance measured from the highest point of the sign or sign structure to the building grade.

35. “Icon sign” means three-dimensional representation of an object that does not contain copy. Examples include a child’s building blocks to denote a children’s store or an ice cream cone to denote an ice cream shop. The intent of the icon sign is to provide business identification in a highly concentrated pedestrian environment (Mainstreet district of the tourist core area plan) in a whimsical and entertaining manner without using copy. For sign area and locational standards, see SLTCC 6.40.420.

36. “Identification sign” means a nonelectrical, nonilluminated sign of less than two square feet in sign area, that contains no advertising copy, that is permanently affixed in a place parallel to a wall located entirely on private property for the purpose of identifying any residence, establishment, or institution.

37. “Inflatable sign” means any device which is filled or activated by air or gas, and located, attached, or tethered to the ground, site, merchandise, building, or roof, and used for signage purposes.

38. “Individual sign area” is computed from the BRB and is the allowable sign area for a specific individual sign, taking into account the following adjustments:

a. Specific individual sign setback;

b. Vehicle speed on the closest street;

c. Specific individual sign angle using the street frontage as a reference plane; and

d. Height.

39. “Illegal sign” means a sign which does not meet the requirements of this code, including but not limited to the placement or installation of a sign without first obtaining a city sign permit or installing a sign that is not consistent with the sign permit and which has not received legal nonconforming status.

40. “Illuminated sign” means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign. The following are types of illumination:

a. Diffuse. “Diffused lighting” is where the light source is internal and located behind a translucent sign face; i.e., internally illuminated electric can sign.

b. Indirect. “Indirect lighting” is where the copy and/or the sign face are illuminated by an external light source. The external light source should be shielded from public view.

c. Direct. “Direct lighting” is where the sign copy is the light source, e.g., individual light bulbs organized to create the sign copy.

41. “Kiosk” means a pedestrian-oriented freestanding sign within a public right-of-way used for display of information. All kiosk locations as well as information content shall be subject to the city use permit process.

42. “Landscape wall sign” means a sign attached to a retaining wall which is integrated into the project area landscape and the single sign face is parallel to the street.

43. “Lot” means a parcel of land legally defined on a subdivision or parcel map recorded with the El Dorado County recorder.

44. “Low profile sign” means a type of freestanding sign mounted directly to the ground with maximum height not to exceed six feet.

45. “Maintenance” means, for the purposes of this chapter, upkeep or preservation of the condition of a sign in order to keep the existing components safe, neat and orderly in condition and appearance and to prevent corrosion or deterioration caused by weather, age or other conditions. Maintenance includes cleaning, painting, repair or replacement of defective parts of a sign. Maintenance does not include any changes to the sign area, the copy, graphic design, or the external dimensions of the sign or structure.

46. “Mansard roof” means normally the roof slope exceeds 45 degrees (12:12). A roof-like facade architecturally comparable to a building wall.

47. “Mansard roof sign” means a sign attached to a mansard roof.

48. “Marquee” means a permanent roof-like structure or canopy of rigid materials supported by and extending from the facade of a building. Compare “Awning” and “Canopy sign.”

49. Monument Sign. See “Low profile sign.”

50. “Motor fuel price sign” means that portion of a freestanding sign which advertises the price of motor vehicle fuel offered for sale.

51. “Motor vehicle signs” means a sign attached, affixed or painted upon the exterior of a motor vehicle.

52. “Multiple business complex” means a building or group of buildings within a single architectural plan and within one project area housing two or more businesses with one or more parcels.

53. “Multiple business complex sign” means a sign whose purpose is to identify the MBC, not individual tenants.

54. “Multiple-faced sign” means a sign containing three or more sign faces, not necessarily in back-to-back configuration. Each sign face shall be calculated to determine sign area.

55. “Mural” means a picture pictograph painted or applied directly on a wall, ceiling or roof, which is not for commercial purposes and is not a visual representation of a business or service so as to be viewed as advertisement for the business or service.

56. “Nonconforming sign” means a sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

57. “Occupancy” means the portion of a building or premises owned, leased, rented, or otherwise occupied for a given use.

58. “Off-premises sign” means a sign erected or maintained on a parcel or project area other than the property on which the use or activity relating to the sign is located.

59. “On-premises sign” means a sign erected or maintained on a parcel or project area on which the use or activity advertised by the sign is located.

60. “Opaque background” means a sign background that does not transmit light.

61. “Owner” means the legal owner of record. This information may be available through a search of the county recorder’s records or as shown on the most recent property tax roll provided by the El Dorado County assessor. For the purposes of this chapter, the owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the city, e.g., a sign leased from a sign company.

62. “Parapet” means the extension of a false front or wall above a roofline.

63. “Parking signs” means signs that comply with California Vehicle Code Section 22658.

64. “Parked motor vehicle sign” means a sign attached to, located on, or located within any motor vehicle trailer or other related device, when parked for the primary purpose of displaying signage or to augment existing signage of a business located on the parcel, lot, or project area where the parked motor vehicle is located. A parked motor vehicle sign meets this definition if the copy is easily readable from a vehicle or pedestrian traveling upon a public right-of-way (of a scenic corridor). Examples of such signs are business delivery vehicle(s), personal vehicles and the like. Excluded from this are vans or trucks which have short-term deliveries of merchandise and goods to the retailer or restaurant.

65. “Pedestrian scale” means copy, graphics, proportions and locations that are easy to comprehend and intended to be primarily read by pedestrians.

66. “Pedestrian sign” means a permanent sign in pedestrian scale which provides information and directions to pedestrians, such as a directory/information sign and kiosk sign.

67. “Pennant” means a piece of cloth, plastic, paper, or other such material varying in size, shape or design to draw attention to the site where located.

68. “Permanently affixed” shall mean painted or permanently attached with glue, adhesive, bolts, nails, or approved concrete footings, not intended to be easily removed. Tape shall not be considered as meeting this definition.

69. “Person” means any individual, corporation, association, firm, partnership, or similarly defined interest.

70. “Portable sign” means any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building.

71. “Project area” means one or more parcels or leases that are linked together for a common and definitive purpose, such as parking, or access, or utilities, or are under one umbrella management unit.

72. “Projecting sign” means a sign, other than a flat building sign, which projects from and is supported by a wall of a building and is not mounted parallel to the plane of the wall.

73. “Public right-of-way” means that portion of land owned by the public in which the street, sidewalk and utilities are placed. Note: Normally the public right-of-way is wider than the paved street.

74. “Roofline” means the top edge of a roof or building parapet, whichever is higher, excluding any mansards, cupolas, pylons, chimneys, or minor projections.

75. “Roof sign” means any sign erected over or on the roof of a building. No roof sign dormer can extend above the roofline as measured in elevation.

76. Scenic Corridor. The following roads are considered scenic corridors: Lake Tahoe Boulevard, U.S. 89, U.S. Highway 50 and the Loop Roads.

77. “Sculpture” means to cut, carve, chisel, cast, weld, mold, etc., into statues or figures.

78. Setback. Setback for all signs shall be measured from the property line.

79. “Sign” means any character, letter, figure, symbol, model or device or combination of these used to attract attention or convey a message and which is readable from a public street, public recreation area, bicycle trail or from Lake Tahoe. The term includes banners, pennants, streamers, moving mechanisms and lights. The term does not include scoreboards or ball field

signs where the sign is oriented to the recreation use, nor does it include nonilluminated murals or sculptures on private property.

80. “Sign, area of” means the sum total of display areas of one or more sign faces (also see “Sign face”). If the sign is composed of individual letters or symbols using the wall as the background with no added decoration, the sign area shall be calculated by enclosing the perimeter of each word within a rectilinear geometric figure which encloses the extreme limits of the copy and measuring the area within the perimeter.

81. “Sign dormer” means a structure attached to the roof that provides a vertical mounting surface on a sloping roof. The dormer is usually constructed of the same material as the roof.

82. “Sign face” means the plane of a sign on which the copy is placed. A normal size frame is not considered as a part of the sign face.

83. “Snipe sign” means a temporary sign or poster affixed to a tree, fence, telephone pole, etc.

84. “Subdivision identification sign” means a freestanding or wall sign identifying a recognized subdivision, condominium complex or residential development.

85. “Temporary sign” means any sign not permanently affixed to property and intended for use for a limited period of time.

86. “Under-canopy pedestrian-oriented sign” means a sign suspended beneath and not projecting beyond the face of a canopy, ceiling, roof, or marquee.

87. “Unit of operation” means an individual and separate unit of activity or function within a building, such as a single shop within a business complex or a single business occupying an entire building.

88. “Use” means the purpose for which a building, lot, sign, or structure is intended, designed, occupied, or maintained.

89. “Window” means an opening in a building for letting in light or air or for looking through and having a pane(s) of glass set in a frame or sash. Note: Placing a false window on a building does not meet the definition of window and window signs. Also see “Parked motor vehicle sign.”

90. “Window sign” means all signs placed in a window which are visible from a public right-of-way, including permanent and temporary signs.

Note: A temporary window sign does not count as building sign area unless the sign exceeds five percent of the window area of any window. (Ord. 1145 § 1)

Article III. General Provisions

6.40.050 Compliance required.

It shall hereafter be unlawful for any person to erect, place, or maintain a sign in the city of South Lake Tahoe except in accordance with the provisions of this chapter. (Ord. 1145 § 1)

6.40.060 Signs prohibited.

The following types of signs are prohibited in all districts:

A. Pennants, ribbons, streamers, spinners, festoons, search lights, or other moving or fluttering devices;

B. Signs imitating or resembling official traffic or government signs or signals;

C. Snipe signs, when located in the public right-of-way;

D. Off-premises parked motor vehicle signs;

E. Portable signs not specifically permitted by this chapter;

F. Animated signs;

G. Inflatable signs;

H. Sound producing signs;

I. Illegal signs;

J. Off-premises signs, except for temporary signs allowed under SLTCC 6.40.080(E);

K. All signs not specifically noted;

L. Freestanding signs in clear zones that have height between three feet and 10 feet from grade, or with pole/base support larger than 12 inches in diameter;

M. Signage for prohibited uses;

N. Signs not in compliance with this chapter;

O. Handheld signs for commercial use in public rights-of-way. (Ord. 1145 § 1)

6.40.070 Planning permits required.

Unless otherwise provided by this chapter, all signs shall require a planning permit and payment of fees as described in Article VI of this chapter. (Ord. 1145 § 1)

6.40.080 Signs and activities not requiring permits.

The following types of signs and activities are exempt from permit requirements but shall be in conformance with all other standards of this chapter:

A. Maintenance or cleaning of a sign.

B. In residential areas, (1) identification signs, (2) names on mailboxes or newspaper tubes, (3) private property parking or warning the public against trespassing or danger from animals, provided they do not exceed two square feet.

C. Signs not readable from a public street, recreation area, bicycle trail, or Lake Tahoe, such as window placards denoting community special events.

D. Temporary signs located on private property not greater than 12 square feet in area, not internally illuminated, and not displayed for more than 30 days in a calendar year, except that for 60 days preceding a general or special election more than one such sign may be placed on each parcel, provided they are removed immediately after the election. Any sign larger than the limits described shall be counted as either freestanding or building sign area as appropriate.

E. Off-premises temporary signs in residential areas as permitted by California Civil Code Section 713, provided the following standards are met:

1. The signs shall not exceed three square feet. Within the three square feet, all copy shall be placed including arrows, logos, name of real estate office, address and the like. The height of sign shall not exceed three feet. For the purpose of this provision, the three-foot-high signs may be placed on top of a snow berm.

2. All signs shall not be located within the public right-of-way.

3. The signs shall not be allowed within the Tahoe Keys Boulevard median, the 15th Street median and parkway, or the Loop Road median and parkway.

4. The maximum number of signs per individual or activity shall be limited to three.

5. The signs shall be either freestanding, mounted on a stake, or an “A-frame.” The location and/or size of such signs shall not create a traffic hazard.

6. The signs shall be removed at the conclusion of the activity.

F. On-premises temporary signs as permitted by California Civil Code Section 713, provided the following standards are met:

1. Residential.

a. The maximum number of signs shall be limited to one per frontage.

b. The standards for all signs shall be:

i. If freestanding, the sign area shall not exceed three square feet. Should the sign be mounted on a stake, the stake shall not exceed five feet in height. The sign or its supports shall not encroach into the public right-of-way and shall not create a traffic hazard or encroach into a clear zone area. Said sign may be double-faced;

ii. If a wall sign, the area shall not exceed three square feet;

iii. Shall not be illuminated;

iv. Shall not contain more than two sign riders, each a maximum size of six inches by 18 inches; and

v. Shall not contain more than one flier box.

c. The sign shall be removed at the conclusion of the activity.

2. Commercial.

a. One sign per premises unless the property has both a front and rear street frontage, in which case, two signs are permitted;

b. The standards for all signs shall be:

i. If freestanding, the sign area shall not exceed 32 square feet; shall not exceed six feet in height. The sign or its supports shall be a minimum of five feet from all property lines and shall not encroach into a clear view area. Said sign may be double-faced;

ii. If a wall sign, the area shall not exceed 32 square feet;

iii. Shall conform to the design standards contained in SLTCC 6.40.340 and 6.40.350; and

iv. Shall not be illuminated.

c. The sign shall be removed at the conclusion of the activity.

G. Motor vehicle signs used for business, company, or government identification, or motor vehicle signs on nonstationary motor vehicles. Motor vehicle signs may not be used in a manner to augment approved signage for a business as opposed to normal operation or parking of the vehicle.

H. Window signage that does not exceed five percent of the window area.

I. Banners and sandwich board signs in compliance with the following standards:

i. May be displayed only during weekends (Friday at 8:00 a.m. through Sunday at 5:00 p.m.) and holidays (December 24th at 8:00 a.m. through New Year's Day at 5:00 p.m., Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day) or during city-sanctioned community events;

ii. Not within a street right-of-way, sidewalk, bicycle path, pedestrian walkway, designated parking space, ADA-accessible zone or path, or clear zone; and

iii. Not impede pedestrian or bicycle circulation.

Banners and sandwich boards are limited to one per parcel.

J. Signs constructed, placed or maintained by the federal, state or local government or a sign that is specifically authorized or required to be constructed, placed or maintained by law. Signs constructed, placed or maintained by the city are also exempt from all other requirements in this chapter. (Ord. 1145 § 1)

6.40.090 Maintenance.

All signs shall be properly maintained. Exposed surfaces shall be clean and painted if paint is required. Defective parts shall be replaced. The city shall have the right to order the repair or removal of any sign which is defective, damaged, or substantially deteriorated as defined in the Uniform Building Code. (Ord. 1145 § 1)

6.40.100 Lighting.

Unless otherwise prohibited by this chapter, all signs may be illuminated consistent with this chapter. (Ord. 1145 § 1)

6.40.110 Sign contractor's license or exemption.

No person shall engage in the business of erecting, altering, relocating, constructing or maintaining signs without a valid contractor's license and meeting the provisions for all required state and federal licenses (unless said maintenance does not require a state or federal license) or meets the Uniform Building Code "owner/builder" section. (Ord. 1145 § 1)

6.40.120 Reserved.

(Ord. 1145 § 1)

Article IV. Regulation by PAS

6.40.130 Signs permitted in all PAS.

Unless otherwise noted, the following signs requiring planning division permits are permitted in all PAS and they shall conform with all standards of this chapter:

A. Area Identification Sign.

1. Signs shall not exceed 25 square feet in area;

2. Signs shall be low profile signs and not exceed five feet in height, with the following exception:

The height of an area identification sign may exceed five feet, when:

a. The sign is placed on public property (or property which acts as public property such as property dedicated for public use) outside the public right-of-way;

b. The sign is placed within an approved community plan where the community plan allows for it;

c. The sign is placed within a community plan which allows multi-story buildings (above two);

d. The project which includes the sign shall have all of the following public infrastructure: curb, gutter, sidewalk, street lighting and drainage improvements;

e. The sign setback shall conform to the freestanding sign setback and height chart shown in SLTCC 6.40.360(D);

f. The number and location of signs shall be included in each community plan;

g. Signs shall be landscaped as required by Article VIII, Sign Design Standards, except the landscaping requirements may be reduced or eliminated where:

i. The sign will be constructed as a part of a project where the city has reviewed and approved the landscaping;

ii. The sign will be placed on pedestrian-oriented hardscape and therefore not conducive to meet the landscaping standards in Article VIII; and

iii. The project shall have full public improvements, including any of the following: curb, gutter, sidewalk, street lighting, and drainage improvements.

B. Construction Signs. One construction sign may be erected on site, provided it not exceed 32 square feet, six feet in height, shall be set back a minimum of five feet from all property lines and conform to the design standards contained in SLTCC 6.40.340 and 6.40.350. Such signs shall not be erected prior to the issuance of the project building permit and shall be removed within 10 days of completion of construction or building occupancy, whichever occurs first. (Ord. 1145 § 1)

6.40.140 Signs permitted in residential PAS.

For all signs not requiring permits, see SLTCC 6.40.080.

A. The following signs do not require planning division permits: all signs listed in SLTCC 6.40.080.

B. The following signs requiring planning division permits are allowed in residential PAS. They shall conform with all standards of this chapter:

1. All signs permitted in all PAS (SLTCC 6.40.130).

2. Identification sign, provided the following standards are met:

a. Sign area shall not exceed 32 square feet; and

b. One sign per street entrance.

3. For permitted nonresidential uses, including places of worship, but excluding home occupations, the following standards shall be permitted: (a) freestanding sign not to exceed 32 square feet in sign area, and (b) building sign not to exceed 32 square feet in area.

C. Special regulations for residential PAS are as follows: all allowed freestanding signs shall be a low profile sign with a height limit of six feet and be set back a minimum of 15 feet from any public right-of-way. (Ord. 1145 § 1)

6.40.150 Signs permitted in commercial/tourist plan areas.

A. The following signs do not require planning division permits: all signs not requiring permits (SLTCC 6.40.080).

B. The following signs require issuance of a permit by the planning division and are allowed in the above plan areas, provided they conform to the following standards and all other standards of this chapter:

1. All signs permitted in all PAS (SLTCC 6.40.130).

2. a. Under-canopy pedestrian-oriented signs shall not be counted as building signs, provided they conform to the following:

i. Placed at right angle to pedestrian walk; and

ii. Located at or near the public entrance to the building; and

iii. Not internally illuminated; and

iv. Do not exceed five square feet (each side) and are a minimum of eight feet above grade of the pedestrian walk.

b. Those under-canopy signs which do not conform to subsection (B)(2)(a) of this section shall be considered to be a building sign subject to requirements contained in SLTCC 6.40.390 and 6.40.400, and if in the tourist core area plan shall be subject to any requirements therein.

3. Building and Freestanding Signs. For information on size, location, setback, height, etc., see SLTCC 6.40.390 and 6.40.400, and if in the tourist core area plan, see SLTCC 6.40.420. (Ord. 1145 § 1)

Article V. Construction Specifications

6.40.160 Construction specifications.

All signs shall be installed in compliance with the building and electrical codes as required by the city building division. (Ord. 1145 § 1)

Article VI. Administration and Enforcement

6.40.170 Planning division.

The planning division of the development services department is authorized to process applications for sign permits and enforce and carry out all provisions of this chapter through a memorandum of understanding (MOU) between the TRPA and the city. The division is authorized to promulgate regulations, interpretations and procedures consistent with this function.

The division is authorized to inspect signs for code violations in accordance with applicable provisions of state and federal law. (Ord. 1145 § 1)

6.40.180 Application for permits.

Application for a sign permit for the erection, relocation, or change of copy shall be approved by the planning division upon a form provided by the division. Incomplete applications shall result in the immediate return of the application to the applicant without a decision. (Ord. 1145 § 1)

6.40.190 Permit fees.

All applications for a sign permit shall be accompanied by the payment of a fee based upon the city council adopted fee schedule. Failure to provide the fee at the time of application submittal shall result in the immediate return of the application to the applicant without a decision. (Ord. 1145 § 1)

6.40.200 Permit issuance.

The division staff shall issue a sign permit for the erection, relocation, or change of copy, provided it is in receipt of a valid application (including fee), and provided the sign conforms to all applicable laws and regulations of this chapter. (Ord. 1145 § 1)

6.40.210 Revocation.

The division may revoke a sign permit for any false statement or misrepresentation of fact in the application. Any sign which has been erected, relocated, change of copy or color, or based upon a false statement or misrepresentation shall be considered an illegal sign and subject to the terms and conditions of this chapter. (Ord. 1145 § 1)

6.40.220 Inspection upon completion.

Any person erecting, relocating, or changing copy or color for which a sign permit has been issued shall notify the division when the work has been completed. The division shall inspect the sign for conformance with the permit. This inspection shall not relieve the applicant from obtaining any other inspection from other divisions or agencies. (Ord. 1145 § 1)

6.40.230 Exceptions.

A. Exceptions to those design standards contained in Articles VIII and IX of this chapter may be allowed, provided the following findings can be made:

1. The situation exists whereby strict application of the standard is unfair and infeasible to the applicant; and

2. The exception is in harmony with the purpose and intent of this chapter; and

3. The approval of the exception will not have a significant effect upon other property owners or occupants of property in the vicinity.

B. In granting each exception, the planning division staff may attach additional conditions necessary to carry out the spirit and purpose of this chapter in the public interest, including, but not limited to:

1. Removal of other nonconforming signs.

2. Copyrighted colors on logos. Those logos which do not conform to the standard with regard to color contrast would be allowed if the logo is placed on a dark background which would not be less than 40 percent of the sign area.

3. Reduction in sign area. This may involve the reduction in sign area for freestanding or building signs. The proposals which reduce the sign area for those signs that are visible from the scenic corridor shall provide more mitigation than those which are not.

C. A scenic analysis shall be required for any exception on a scenic threshold travel unit or recreation area. Those exemptions not on a scenic threshold travel unit or recreational area may require a scenic analysis.

D. Designated locally unique signs pursuant to SLTCC 6.40.240 may be granted exceptions in order to preserve their locally unique attributes. (Ord. 1145 § 1)

6.40.240 Locally unique signs.

i. A business or property owner may apply to have a sign designated as a “locally unique” sign. The application shall be made to the city planning division on a designated form and include a fee set by the planning division fee schedule.

ii. The application will be considered by the city planning commission. Approval will be based on the following criteria:

a. The sign is in good condition and is in compliance with all building and safety code requirements;

b. The sign has historically been well maintained;

c. The sign advertises a business that is currently in operation and/or products or services currently provided by that business;

d. The sign does not degrade the scenic quality of the area;

e. The sign does not impede existing, or planned for, vehicle, transit, bicycle, or pedestrian circulation;

f. The sign demonstrates a creative and unique design or construction technique;

g. The sign is a widely recognizable icon or landmark within the city.

iii. The decision of the planning commission regarding the locally unique sign application shall be final and binding and applicant may not appeal this decision to any other decision-making body. (Ord. 1145 § 1)

6.40.250 Reserved.

(Ord. 1145 § 1)

6.40.260 Violations.

If any sign is or has been installed or placed on any property prior to the receipt of a required city sign permit, it is in violation of this chapter. Signs in violation of this chapter shall be removed within 10 days of notification of the violation to the property owner. If not removed according to the notice, the property owner shall be subject to penalty in an amount established by resolution of the city council. The payment of the penalty shall not relieve any person of any other requirements or penalties established by this chapter or elsewhere in the city code. Violations of this chapter may be enforced by issuance of administrative citations in accordance with Chapter 2.30 SLTCC, or by any other means legally available to the city. (Ord. 1145 § 1)

6.40.270 Appeals.

Decisions of city staff on the approval or denial of a permit under this chapter may be appealed pursuant to Chapter 2.35 SLTCC. Appeals of administrative citations shall be in accordance with Chapter 2.30 SLTCC. (Ord. 1145 § 1)

Article VII. Conflict, Severability and Effective Date

6.40.280 Conflict.

If any portion of this chapter is found to be in conflict with any other provision of any zoning, building, fire, safety, or health ordinance of the city code, the provision which establishes the more restrictive standard shall prevail. (Ord. 1145 § 1)

6.40.290 Severability.

If any section, subsection, sentence, clause, or phrase of this chapter or its application to any person or circumstance is held invalid by the decision of any court of competent jurisdiction, the remainder of this chapter or the application of the provision to other persons or circumstances is in effect and shall remain in full force and effect. (Ord. 1145 § 1)

Article VIII. Sign Design Standards

6.40.300 Applicability.

The following design standards are applicable to all signs erected, relocated, or change of copy within the city, including the community plan areas unless the community plan has a standard specific to the area.

These standards have been developed to improve the scenic quality ranking of the scenic corridor. (Ord. 1145 § 1)

6.40.305 Alternative design standards.

As an alternative to the design standards contained in Articles VIII and IX, at the request of a permit applicant, the design standards contained in Chapter 38 of the TRPA Code of Ordinances may be applied to the application. Signage proposed in the application shall be compliant with all TRPA standards. (Ord. 1145 § 1)

6.40.310 Copy.

A. This chapter shall not regulate the copy message.

B. Motor fuel price signs shall comply with requirements of Section 13531 et seq. of the Business and Professions Code and TRPA Code of Ordinances Section 38.10.1.

C. Sign area containing copy required by law will not be deducted from the maximum allowable sign area, provided the copy does not exceed the minimum requirements of the law.

D. Any increase in sign copy beyond what is required by law is allowable, provided the additional area is deducted from the appropriate BRB. (Ord. 1145 § 1)

6.40.320 Lighting.

A. All illuminated signs shall have either or both indirect or diffused lighting.

> **Guideline.** Indirect backlighting of individual letters is the encouraged method of sign illumination.

B. Indirect lighting sources shall be shielded to prevent the light source from being visible from a public right-of-way or adjacent property.

> **Guideline.** Methods that can be used include an enclosure that extends past the light source sufficiently that will channel the light onto the sign face and not spill light to other areas. Landscape materials and mounding may also be used. Approval of the shielding method and its design will be based on how well the standard is met.

C. The intensity of lighting shall not create a visual hazard to the public.

D. All internally illuminated signs shall have a background which transmits a limited amount of light. (For the standard, see SLTCC 6.40.350, Color.) (Ord. 1145 § 1)

6.40.330 Landscaping.

A. All freestanding signs shall be placed wholly within a landscaped area. The minimum landscape area shall be equal to the city standard setback, and across the property frontage, excluding driveways. Should a sign not be located within the standard property setback, the sign shall be placed in a landscape island. The island shall have a minimum depth from each sign face/edge of 10 feet. (Also see SLTCC 6.10.150, Landscaping. Planning commission design manual shall apply.)

> **Guideline.** See the city design manual and SLTCC 6.10.150.

B. In the event that the landscaping provisions cannot be met as they pertain to freestanding signs because of the physical limitations of the property, the staff may grant an exception under SLTCC 6.40.230, Exceptions.

Multiple partial compliance applications may be approved prior to the required compliance deadline; however, additional new measures towards compliance must be provided for each application.

C. A security deposit for the installation of the required sign landscaping may be allowed by the staff based on the winter ground disturbance prohibition from October 15th through April 30th

of each year. Staff may place conditions, as appropriate, to ensure timely compliance. (Ord. 1145 § 1)

6.40.340 Construction.

A. All supporting devices and braces shall be an aesthetic contribution to the sign structure and not a utilitarian appendage to hold up a sign, e.g., angle iron, pipes, and guy wires are not allowed.

B. Freestanding signs shall be supported by two or more poles/supports or a monument base.

> **Guideline.** The use of monument bases in conjunction with low profile signs is encouraged. (Ord. 1145 § 1)

6.40.350 Color.

A. Internally illuminated signs shall have backgrounds of a dark color, or opaque material which does not transmit light. If opaque, only the individual letters and/or symbols would be illuminated. Under day and night lighting conditions, the copy on internally illuminated signs shall be lighter than the background.

> **Guideline.** Natural wood and high-density foam core signs which can be carved and painted consistent with the design standards, including dark backgrounds, are also encouraged.

B. Externally illuminated signs may be any color background and copy except for bright neon colors (fluorescent) and reflective colors, which are prohibited.

> **Guideline.** Bright colors are generally discouraged on signs except when used as accent colors.

C. The color standard shall not apply to nationally registered trademarks if the color is a part of the trademark.

> **Guideline.** The use of trademarks on natural backgrounds is encouraged. (Ord. 1145 § 1)

6.40.360 Sign location.

A. The maximum height of a roof sign shall not exceed 15 feet from grade and shall be placed within a sign dormer.

For building signs more than 50 feet from the property line, no sign shall be mounted on the roof of a building or mansard roof, unless the sign is placed on a sign dormer which is located within the bottom one-half of the roof, as seen in elevation.

> **Guideline.** Sign dormers should be designed as an architectural element and materials should be compatible with the building. Buildings with flat roofs should construct a new roof to accommodate a roof dormer for signage. The minimum roof slope should be 5:12. Individual letter signs should be used within sign dormers as they do not dominate the roof as do canned signs.

B. In the design of new buildings and major remodels, all improvements subject to design review shall identify signage locations.

> **Guideline.** Architectural details of a building often suggest locations, size or shape of signs. Signs should complement the building and not be considered after the building is designed.

C. One freestanding sign shall be permitted per the street frontage or project area. Additional freestanding signs are allowed for parcels or project areas where there are multiple businesses if they are placed at least 100 feet apart and meet all other standards of this chapter.

D. The location (setback) of a freestanding sign is subject to the maximum height allowed per the following setback chart, but in no case shall a sign be closer than five feet, zero inches to a property line.

> **Guideline.** Where possible, a low profile sign is encouraged.

Freestanding Sign Setback	Height
13 or less	10.00
14	10.25
15	10.50
16	10.75
17	11.00
18	11.25
19	11.50
20	11.75
21	12.00

(Ord. 1145 § 1)

6.40.370 Sign height.

A. For freestanding signs, see SLTCC 6.40.360.

B. For all other signs, including window signs and banners:

1. If a single-story building is located within 50 feet of the property line, the maximum sign height shall be 15 feet, measured from grade.

2. If a single-story building is greater than 50 feet, the maximum sign height shall be 25 feet.

C. For multi-story buildings, a building sign height over 15 feet is allowed, up to a maximum of 25 feet. (Ord. 1145 § 1)

6.40.380 General sign design.

Guideline. All signs should promote the city value of enhancing the unique beauty of Lake Tahoe by adherence to a high aesthetic quality and professional construction standards. (Ord. 1145 § 1)

Article IX. Sign Area Formula City-Wide

6.40.390 Concept.

Each business and multiple business complex (MBC) has a computed sign budget. From this budget, the business owner has the flexibility to apply the budget to freestanding and/or one or more building signs.

The area of each sign face shall be calculated to determine sign area. For example, a freestanding sign, at right angles to the road with each sign face being 20 square feet, has a total area of 40 square feet. (Ord. 1145 § 1)

6.40.400 Computing the sign area.

The calculation is a two-step process.

A. The first step is to establish the base reference budget (BRB) for the business or MBC.

B. The second step is to calculate the individual sign area for each freestanding and building sign.

These steps are translated into the following formulas:

For Step 1, calculate the BRB for signage identifying a business

$$BRB = C \bullet D(\sqrt[2.5]{A + 80})$$

Where

A = Area of business floor space (feet)

C = 1.1 for businesses not located in a multiple business complex

= 0.9 for businesses in a multiple business complex where signage is (or will be) provided to identify the complex

= 1.0 for businesses in a multiple business complex where signage is not (and will not be) provided to identify the complex

D = With respect to principal customer access

= 1.0 where the business is accessed by one street

= 1.41 where the business is accessed by two streets

= 1.73 where the business is accessed by three streets

= 2.0 where the business is accessed by four streets

For Step 1, calculate the BRB for signage identifying a multiple business complex

$$BRB = D(\sqrt[2.5]{A + 80})$$

Where

A = Area of business floor space for the entire complex (feet)

D = With respect to principal customer access

= 0.50 where the business is accessed by one street

= 0.70 where the business is accessed by two streets

= 0.85 where the business is accessed by three streets

= 1.0 where the business is accessed by four streets

1. The BRB used to calculate the sign area for each individual sign of a business when added together shall not exceed the total BRB for that business.

2. The BRB used to calculate the sign area for each individual sign of a multiple business complex when added together shall not exceed the total BRB for that multiple business complex.

3. Freestanding sign area shall be limited to 50 percent of the BRB.

If the project area qualifies for two freestanding signs, no single freestanding sign shall be permitted more than 35 percent of the BRB.

If the project area qualifies for three freestanding signs, no single freestanding sign shall be permitted more than 28 percent of the BRB.

If the project area qualifies for four freestanding signs, no single freestanding sign shall be permitted more than 25 percent of the BRB.

For Step 2, calculate the sign area for an individual sign.

$$\text{new sign area} = \frac{(BRB) \bullet V \bullet S}{35} \left(1 + \frac{H}{250}\right)^2$$

Where

S = Vehicle speed limit on the street where the sign is to be viewed from (in miles per hour)

H = Height of the sign (as measured from finish grade to the top of the sign; in feet. Maximum height is 26 feet)

V = Horizontal viewing distance coefficient (as determined by the following chart)

Setback and Angle Table

Setback Footage		Angle Values					
Greater Than	Less Than or Equal	0 to 15	16 to 30	31 to 45	46 to 60	61 to 75	76 to 90
>5 ft.	< = 50 ft.	0.50	0.60	0.70	0.80	0.90	1.00

Setback and Angle Table

Setback Footage		Angle Values					
Greater Than	Less Than or Equal	0 to 15	16 to 30	31 to 45	46 to 60	61 to 75	76 to 90
>50 ft.	< = 100 ft.	0.55	0.65	0.75	0.85	0.95	1.05
>100 ft.	< = 150 ft.	0.60	0.70	0.80	0.90	1.00	1.10
>150 ft.	< = 200 ft.	0.65	0.75	0.85	0.95	1.05	1.15
>200 ft.	< = 250 ft.	0.70	0.80	0.90	1.00	1.10	1.20
>250 ft.	< = 300 ft.	0.75	0.85	0.95	1.05	1.15	1.25
>300 ft.	< = 350 ft.	0.80	0.90	1.00	1.10	1.20	1.30
>350 ft.	< = 400 ft.	0.85	0.95	1.05	1.15	1.25	1.35
>400 ft.	< = 450 ft.	0.90	1.00	1.10	1.20	1.30	1.40
>450 ft.	< = 500 ft.	0.95	1.05	1.15	1.25	1.35	1.45
>500 ft.		1.00	1.10	1.20	1.30	1.40	1.50

C. The following shall not be considered sign area:

1. Pedestrian signs;

2. Temporary signs;

3. Temporary window signs;

4. Sign embellishments. (Ord. 1145 § 1)

Article X. Tourist Core Area Plan

6.40.420 Tourist core area plan.

The tourist core area plan establishes policy and standards applicable to all signage within the boundaries of the plan area. The policies and standards contained within the tourist core area plan shall be applied to all future signage or modifications to signage within the plan area. (Ord. 1145 § 1)

T. Signage: City Code Section 6.40.420 allows for the establishment of policy and standards applicable to all signage within the boundaries of the area plan. The policies and standards contained within the Tourist Core Area Plan shall be applied to all future signage or modifications to signage within the area plan. The purpose of this section is to augment the city-wide sign ordinance with a set of specific design standards tailored to meet the urban design plan for the Tourist Core Area Plan. All signage definitions can be found in City Code Section 6.40.040.

Article X. Tourist Core Area Plan Provisions

25-42 Purpose.

The purpose of this section is to augment the city-wide sign ordinance with a set of specific design standards tailored to meet the urban design plan for the Tourist Core Area Plan.

25-44 Redevelopment Sign Design Standards.

The following redevelopment sign design standards shall apply to the redevelopment plan area only. Should a conflict arise between the city-wide standards contained within Article VIII and the following standards, the redevelopment sign design standards shall apply.

A. **Standard.** Redevelopment plan area definitions:

1. Mainstreet District. This district is generally described as being located in the Stateline core area, along both sides of U.S. Highway 50, between Park Avenue/Heavenly Village Way and the California/Nevada state line and between Bellamy Court and Cedar/Friday/Laurel Avenues. (See figure below.)

   This district is oriented around intense pedestrian activity. As a result, the sign standards are reflective of a pedestrian environment: no freestanding signs are allowed; only building, landscape, wall and window signs are allowed.

2. Transitional District. This district is generally described as being located along both sides of U.S. Highway 50, adjacent to the Mainstreet district, between the California Loop Road diversion and Park Avenue/Heavenly Village Way and the North Loop Road and a line westerly of the extension of Cedar Avenue. (See figure below.)

   This district is characterized as being both pedestrian and automobile oriented. As such, the sign standards are sensitive to both traffic modes, but will only permit those freestanding signs that are low profile signs.

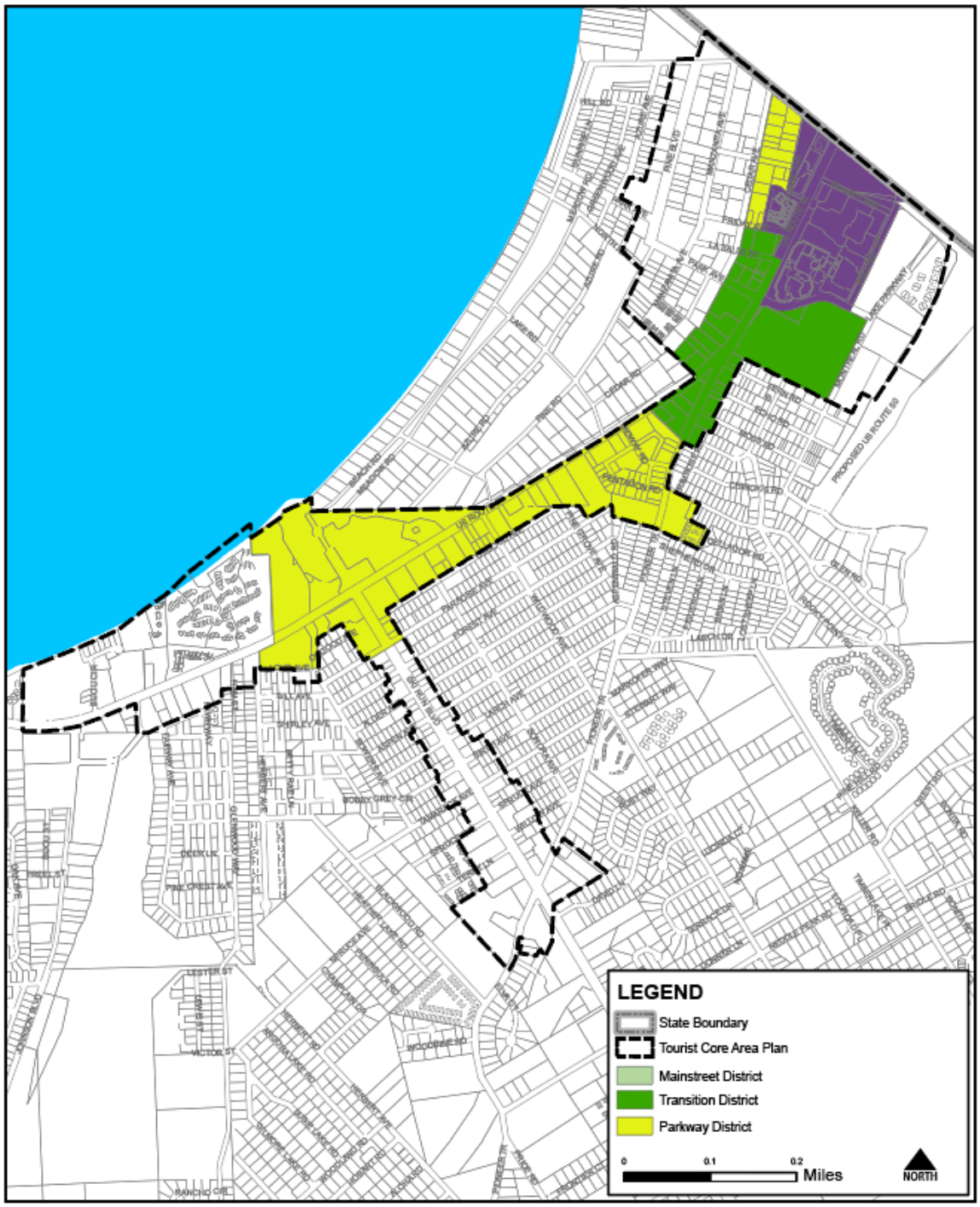
3. Parkway Districts. These districts are generally located:

   a. Along both sides of U.S. Highway 50 for the depth of the commercial property, from Herbert Avenue to the California Loop Road diversion;

   b. Along Ski Run Boulevard for the depth of the commercial property from U.S. Highway 50 to Paradise Avenue;

   c. Within the Lakeside Motel district between Laurel Avenue and Cedar Avenue and Friday Avenue to Stateline Avenue. (See figure below.)

   The Parkway districts are characterized as automobile oriented and permit both freestanding and building signs.


LEGEND
State Boundary
Tourist Core Area Plan
Mainstreet District
Transition District
Parkway District
0
0.1
0.2
Miles
NORTH

B. **Standard.** All legal nonconforming signs shall be brought into conformance with this chapter when:

1. Refer to Article VI of this chapter for compliance triggers; or
2. A major remodel of a structure occurs, such as adding units or additional square footage is constructed; or
3. Curb, gutter, and sidewalks are constructed adjoining the property.

D. **Standard.** All redevelopment signs shall comply with the following color standards:

1. All copy appearing on a building, freestanding or window sign shall be placed on a dark background to create a contrast. Under day and night lighting conditions, the copy shall be lighter than the background.
2. The copy may be any color except for bright neon colors (fluorescent) and reflective colors, which are prohibited.

   Guideline. Bright colors are generally discouraged on signs except when used as accent colors.
3. The color standard shall not apply to nationally registered trademarks if the color is a part of the trademark. If the trademark only pertains to the copy, then the copy shall be placed on a city approved background color. The minimum background shall be 40 percent of the sign area.

   Guideline. The use of trademarks on natural backgrounds is encouraged.

25-45 Mainstreet District.

A. **Standard.** Freestanding signs shall not be permitted. (Note: Landscape wall signs, as defined, are not considered to be freestanding signs, but are counted as building signs.)

1. Exception: The Park Avenue/Heavenly Village Way and the Bellamy Court frontages in the Mainstreet district are allowed freestanding signs. The design standards for this exception sign are:
   a. Materials: Stone retaining wall matching the architectural stone with metal lettering on a rectangular solid background. Metal letters may be applied directly to the stone wall as an option. No can signs allowed.
   b. Letter height: Up to two feet, zero inches.
   c. Wall height: Up to four feet, zero inches, unless in a defined clear zone, in which case the sign can be up to three feet, zero inches.
   d. Sign area: Maximum of 20 square feet per sign face for a maximum of 40 square feet. The height and width of the solid backdrop on which the letters are attached shall be used to compute the sign area. The stone wall, on which the solid backdrop is attached, shall not be counted as sign area.
   e. Installation method: Concrete footing.
   f. Lighting: Up-lighting from nonvisible source on ground or back-lighted individual letters onto solid backdrop.
   g. Sign Orientation: Either parallel or up to 90 degrees to the center lne of the street.
   h. Number allowed – Major buildings:
      i. Mountain Side.
         (1) Grand Summit Hotel: One on-site freestanding sign on Heavenly Village Way.
         (2) Timber Lodge: One on-site freestanding sign on Bellamy Court.

ii. Lake Side.

(1) None.

i. Purpose: To allow some auto-oriented signage in the non-intensive pedestrian public space while maintaining a pedestrian scale for the sign.

With the following exception:

Two freestanding area identification signs conforming to the exemption standards contained in SLTCC 25-12(B)(2), may be located as follows:

i. Mountain Side.

(1) One on the southeast corner of U.S. Highway 50 and Park Avenue/Heavenly Village Way;

ii. Lake Side.

(2) One on the northwest corner of U.S. Highway 50 and Stateline Avenue.

B. **Standard.** Landscape wall signs: The design standards for a landscape wall sign are:

1. Materials: Stone retaining wall matching the architectural stone with metal lettering on a rectangular solid backdrop. Metal letters may be applied directly to the stone wall as an option. No can signs allowed.
2. Letter height: Up to two feet, zero inches.
3. Wall height: The wall on which the sign is placed shall not exceed four feet, zero inches, unless in a defined clear zone, in which case the wall can be up to three feet, zero inches.

Exception: If the wall is a part of a structural element to facilitate the use of the site, i.e., a retaining wall, the wall height shall be as high as deemed appropriate by an engineer to accomplish the wall's purpose. As a part of the sign permit, conditions may be imposed to ensure a pedestrian scale is maintained for the wall, including terracing or other landscape features.

4. Sign area: Maximum of 40 square feet. This is a total maximum square footage for the sum of all landscape wall and building signs on the parcel. The height and width of the solid backdrop on which the letters are attached shall be used to compute the sign area. The stone wall, on which the solid backdrop is attached, shall not be counted as sign area.
5. Installation method: Concrete footing.
6. Lighting: Up-lighting from nonvisible source on ground or back-lighted individual letters onto solid backdrop.
7. Sign orientation: Only parallel to the centerline of the street.
8. Number allowed – Major buildings:

a. Mountain Side.

i. One for the Timber Lodge.

ii. One for the Gondola.

ii. One for Cecil's Market.

iv. One for the transit center.

v. One for the Grand Summit on U.S. Highway 50.

b. Lake Side.

i. One for the Convention Center.

ii. One for Project A.

iii. One for Project B.
iv. One for Stardust Timeshare.

9. Purpose: To not have a proliferation of freestanding signs along the highway corridor but rather have those signs which are a part of a landscape feature, such as a retaining wall, be allowed to incorporate signage. If the sign is not a part of a landscape feature, then the sign may be permitted, provided it is integrated into the landscape so as not to be a dominant sign form. Such integration shall include such items as pedestrian amenities such as pedestrian seating, water feature, art, boulders or the use of landscape material to frame and soften the sign from all sides.

C. **Standard.** Building signs: There are two types of building signs: (1) those which provide secondary identification to the major buildings, and (2) those which identify the individual businesses.

The design standards are:

1. Secondary Identification of Major Buildings.

a. Materials: Signs may be metal or wood. No can signs allowed.

b. Letter height: Up to one foot, two inches.

c. Sign height: Up to 15 feet.

d. Sign area: Maximum of 40 square feet. This is a total maximum square footage for the sum of all landscape wall and secondary identification of major building signs on the parcel.

e. Installation method: Flush attachment to building wall and avoid contrasting attachment anchors.

Exception: The parking garage building sign may use a projecting sign in lieu of a sign attached flush to building wall.

f. Lighting: Down-lighted from nonvisible source on building wall or back-lighted individual letters onto solid backdrop.

g. Sign orientation: Varies depending on building wall orientation.

h. Number allowed – Major buildings:

i. Mountain Side.

(1) Four for the Timber Lodge.

(2) Two for Cecil's Market.

(3) Two for the transit center.

(4) None for the Gondola.

(5) Two for the Grand Summit Hotel.

(6) One for the cinema.

(7) One for the parking garage.

ii. Lake Side.

(1) Two for Project A (one on U.S. Highway 50 and one on the public space).

(2) Two for Project B (one on U.S. Highway 50 and one on the public space).

(3) Two for the Stardust Timeshare Hotel.

Purpose: To provide pedestrian level identification for major buildings in the project site.

2. Individual Businesses. There are three types of individual business signs: (a) those which provide identification to businesses with an elevation sign to be viewed from the street and sidewalks, (b) those which provide identification to businesses from within the pedestrian space under the canopy of the building arcade, and (c) a three-dimensional icon placed on a column of the building arcade.

    a. Elevation Signs.

        i. Materials: Signs may be metal or wood with a minimum edge thickness of two inches; no can signs will be permitted.

        ii. Letter height: Up to nine inches.

        iii. Sign height above ground: Varies depending on the arcade fascia.

        iv. Sign area: In place of the formula, the sign area is regulated by the uniform backdrop dimensions of a height of one foot, eight inches and a length of 12 feet, zero inches (20 square feet).

        v. Installation method: Signs shall be hung from the soffit board of the arcade. See city planning for criteria.

        vi. Lighting: Down-lighted from nonvisible source from arcade wall or back-lighted individual letters. See city planning for criteria.

        vii. Sign orientation: Parallel to arcade.

        viii. Number allowed: One for each tenant space.

        ix. Purpose: To provide business locations with a building sign (elevation) that can be viewed from the street and sidewalk.

    b. Under-Canopy Projecting Arcade Sign.

        i. Materials: Signs may be metal or wood; no can signs will be permitted.

        ii. Letter height: Variable; typical is six inches.

        iii. Sign height: Bottom of sign is no lower than eight feet from sidewalk, nor higher than 15 feet.

        iv. Sign area: In place of the formula, the sign area is regulated by the uniform backdrop dimensions of a maximum height of two feet, zero inches and a maximum length of three feet, six inches (each side is seven square feet for a total of 14 square feet)..

        v. Installation method: Signs shall be attached to and hung at 90 degrees to the wall of the building. The mounting brackets shall be strong enough to prevent sagging over the life of the sign.

        vi. Lighting: None. The arcade lighting will illuminate the sign or back-lighted individual letters.

        vii. Sign orientation: 90 degrees to the building wall on which it is attached.

        ix. Number allowed: One for each tenant space.

        x. Purpose: To provide identification to businesses from the pedestrian space under the canopy of the building arcade.

    c. Icon Sign

        i. Materials: Icon may be metal, plastic or wood.

        ii. Letter height: No letters unless they are a significant and integral element of the icon, such as the letters ABC on a child’s building block.

        iii. Sign height: Bottom of sign is no lower than eight feet from sidewalk, nor higher than 15 feet.

iv. Sign area: In place of the formula, the icon shall wholly fit within an imaginary cube with a maximum height of one and one-half feet, a maximum width of one and one-half feet and a depth of one and one-half feet. For the purpose of computing sign area, only the one dimensional plane shall be used. Therefore, the icon sign area shall be computed in the same manner as an under-canopy projecting sign, i.e., a double-sided sign (each side is two and one-half square feet for a total of five square feet).

v. Installation method: The icon shall be attached to the building arcade support column. The mounting brackets shall be strong enough to prevent sagging over the life of the sign.

vi. Lighting: None.

vii. Sign orientation: 90 degrees to the building arcade support column and oriented to the street or the sidewalk side of the arcade canopy and not oriented to the pedestrians under the arcade canopy.

viii. Number allowed: One for each tenant space.

ix. Purpose: To provide iconic identification to businesses in a whimsical and entertaining manner creating a festive character to the pedestrian streetscape environment.

D. Standard. In addition to the building signs allowed in subsections A, B and C of this section, a computer-controlled variable message electronic sign is allowed in the Mainstreet sign district, subject to the following:

a. Materials: Sign materials are subject to the city-wide design standards in Article VIII.

b. Letter height: Sign letter height is subject to the city-wide design standards in Article VIII.

c. Sign height: Maximum height is 25 feet.

d. Sign area: Sign area is a maximum of 80 square feet. The unused portion of the 80 square feet area shall not be transferred to other building signs allowed in subsections A, B and C of this section. The 80 square feet area may be split into multiple sign faces subject to the public hearing process.

e. Installation method: Flush attachment to building wall and avoid contrasting attachment anchors.

f. Lighting: Sign lighting is subject to the city-wide design standards in Article VIII.

g. Sign orientation: Varies depending on building wall orientation.

h. Number allowed – Major buildings:

i. Mountain Side.

(1) None.

ii. Lake Side.

(1) One for the Convention Center.

i. Purpose: To provide identification for activities within the Convention Center.

j. Other.

i. The message and sign area illumination must remain constant, except for that period of time when the message is being changed. The rate of copy change shall not exceed four message changes per one-hour period.

ii. A public hearing and notice to surrounding property owners, including environmental documentation, shall be required for all computer-controlled variable message

electronic signs. This public hearing is required irrespective of whether the sign needs an exception to any design standards contained in Articles VIII and X (see SLTCC 25-49, Exceptions).

iii. The intent of a computer-controlled variable message electronic sign is to convey a written message. The intent does not include a graphic and/or written message which includes motion, such as a television.

E. Standard. Seasonal graphics are allowed subject to the following:

1. All the public infrastructure has been installed according to a city approved master streetscape plan, including curbs, gutter, sidewalks/bike trails, landscaping and street lights;
2. All the signs are in conformance with the city sign ordinance and the building design and improvements are in conformance with the city design standards;
3. The light standard is designed to accept the seasonal graphic;
4. There is a business association in place;
5. Conform to the following:
   a. Materials: Fabric, metal or wood; no can signs will be permitted;
   b. Letter height: Not applicable;
   c. Sign height: Bottom of graphic is no lower than eight feet from sidewalk, nor higher than 15 feet;
   d. Sign area: A maximum length of four feet, zero inches and a maximum width of one foot, six inches;
   e. Installation method: Signs shall be attached to the light pole on city building division approved mounting brackets to prevent bending from wind and snow loads over the life of the brackets;
   f. Lighting: None. The streetlight will provide illumination;
   g. Sign orientation: 90 degrees to the street;
   h. Number allowed: Maximum of two per light pole;
   i. Purpose: To provide a festive character to the pedestrian streetscape environment;
6. Have city planning approval to ensure compliance with these provisions prior to installation.

25-46 Transition District.

A. **Standard.** The maximum height of freestanding signs shall be limited to low-profile signs (see SLTCC 25-4, Definitions, for low profile).

1. Exception: Multiple business complexes in which the primary tenant is a major grocery store and set back a minimum of 150 feet from the front property line shall be allowed to have freestanding signs with heights consistent with the city sign formula.

B. **Standard.** The maximum area allowed in the Transitional district shall be 80 square feet.

1. Exception: Multiple business complexes in which the primary tenant is a major grocery store and set back a minimum of 150 feet from the front property line shall be allowed to have freestanding signs with sign areas consistent with the city sign formula. The design standards for this exception sign are:
   a. Materials: Signs to be constructed of stone, metal and wood; no can signs will be permitted.

b. Letter height: Variable.

c. Sign height: Based on city sign formula.

d. Sign area: Based on city sign formula.

e. Installation method: Concrete footer with steel framing.

f. Lighting: Down-lighting from nonvisible light source on the freestanding sign.

g. Sign orientation: Variable, based on city sign formula.

h. Number allowed: Two; one on U.S. Highway 50 and one on Park Avenue.

i. Purpose: To provide tenant information for the neighborhood retail project.

C. **Standard.** The maximum building sign area shall be 40 square feet.

1. Exception: Multiple business complexes in which the primary tenant is a major grocery store and set back a minimum of 150 feet from the front property line shall be allowed to have building signs with sign areas consistent with the city sign formula. The design standard for this exception sign is:

a. Materials: Two-inch thick by 18- to 24-inch high, internally illuminated Plexiglas faced individual channel aluminum letters.

b. Letter height: Variable.

i. Major grocery store: Store name, up to four to eight feet; secondary uses, up to 24 inches.

ii. Major tenants' names: Up to 30 inches.

iii. Other tenants' names: Up to 18 inches.

c. Sign Height.

i. Major grocery store: Store name, up to 25 feet; secondary uses, up to 15 feet.

ii. Major tenants' names: Up to 15 feet.

iii. Other tenants' names: Up to 15 feet.

d. Sign area: Based on city sign formula.

e. Installation method: Letters affixed to a six by six painted channel raceway sandwiched between two arcade beams. See concept sketch.

f. Lighting: Internally illuminated channel letters.

g. Sign orientation: Varies depending on arcade orientation.

h. Number Allowed.

i. Major grocery store: Three.

ii. Major tenants: One for each tenant space.

iii. Other tenants: One for each tenant space.

Purpose: To provide tenant information for the neighborhood retail project.

25-47 Parkway Districts.

A. **Standard**: The maximum freestanding sign area allowed in the Parkway District shall be 80 square feet. The maximum building sign area shall be 40 square feet.

Exception: The signs for Hotel B of project 3 shall conform to the Mainstreet District signage standards as outlined in SLTCC 25-5

Guideline: The signs on Ski Run Blvd. should be limited to low profile signs to convey a pedestrian scale.

25-48 Sign Area Formula – Redevelopment Plan Area.

A. Mainstreet District. The formulas within Article IX are maintained, however, the standards contained in Article X take precedence over the city-wide ordinance and standards.

B. Transitional District. The formulas within Article IX are maintained, however, the standards contained in Article X take precedence over the city-wide ordinance and standards.

C. Parkway Districts. The formulas within Article IX are maintained, however, the standards contained in Article X take precedence over the city-wide ordinance and standards.

25-49 Exceptions.

A. In addition to those exemptions noted within this chapter, the only other exceptions allowed are those design standards contained in Articles VIII and X of this chapter, provided the following findings can be made:

1. The situation exists whereby strict application of the standard is unfair and infeasible to the applicant; and

2. The exception is in harmony with the purpose and intent of this chapter; and

3. The approval of the exception will not have a significant effect upon other property owners or occupants of property in the vicinity; and

4. The exception produces benefits equal to the benefits contained in this chapter.

B. In granting each exception the planning division staff may attach additional conditions necessary to carry out the spirit and purpose of this chapter in the public interest, including, but not limited to:

1. Removal of other nonconforming signs.

2. Copyrighted colors on logos. Those logos which do not conform to the standard with regard to color contrast would be allowed if the logo is placed on a dark background which would not be less than 40 percent of the sign area.

3. Reduction in sign area. This may involve the reduction in sign area for freestanding or building signs. The proposals which reduce the sign area for those signs that are visible from the scenic corridor shall provide more mitigation than those which are not.

C. A scenic analysis shall be required for any exception on a scenic threshold travel unit or recreation area. Those exemptions not on a scenic threshold travel unit or recreational area may require a scenic analysis. The city and TRPA shall determine the level and type of scenic analysis.

D. A public hearing and notice to surrounding property owners shall be required for a computer-controlled variable message electronic sign exception(s).

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:23

Agenda Item: Legislative Agenda

Executive Summary: The City's 2025-2030 Strategic Plan includes direction for the City to consider development of a legislative agenda in coordination with Cal Cities. Adopting a legislative platform will allow City staff to address legislative and regulatory issues, develop effective partnerships with state and federal representatives and respond to Cal Cities requests in a timely manner. The City Council will consider adoption of a Legislative Agenda that incorporates Cal Cities policy and guidance on issues related to the City Strategic Plan.

Requested Action / Suggested Motions: Pass a Motion adopting the 2025-2026 Legislative Agenda.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

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

Attachments:

02- 2025-2026 Legislative Agenda
01-Staff Report_Legislative Agenda

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

Meeting Date: November 4, 2025

Title: Legislative Agenda

Location: Citywide

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: The 2025-2030 Strategic Plan includes direction for the city to consider development of a legislative agenda in coordination with Cal Cities.

The League of California Cities (Cal Cities) maintains an advocacy team to sponsor, draft and support legislative and regulatory measures that promote local decision-making, and lobby against policy that erodes local control. Cal Cities takes positions on hundreds of bills annually and prioritizes advocacy in the areas of local revenues; climate change; infrastructure; and homelessness and housing. Often, Cal Cities members are asked to support or oppose bills of interest, which means cities need the ability to act quickly. Therefore, Cal Cities encourages cities to create a platform to establish the City Council's position on current issues with the potential to directly or indirectly impact their jurisdiction. Adopting a legislative platform will allow city staff to address legislative and regulatory issues, develop effective partnerships with state and federal representatives and respond to Cal Cities requests in a timely manner.

Issue and Discussion:

The attached draft 2025-2026 Legislative Agenda incorporates Cal Cities policy and guiding principles that correspond with issues identified in the Strategic Plan and is organized by priorities identified in the Strategic Plan. The policy level statements will guide city staff in responding to new legislation introduced at the state, regional and federal levels.

Financial Implications: There are no direct financial implications associated with adoption of a legislative agenda, however the legislative agenda will guide city staff on issues that may relate to state, regional and federal funding.

Environmental Considerations: The discussion in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The 2025-2030 Strategic Plan prioritized "Efficient Government" and directs the City to consider development of a legislative agenda in coordination with Cal Cities.

2025-2026 Legislative Agenda

The City of South Lake Tahoe Legislative Agenda is a source for residents, commissions, committees and staff to understand the legislative strategy of the City Council. The Legislative Agenda guides advocacy for legislation, regulations and funding that is consistent with the City's Strategic Plan at local, regional, state, or federal levels.

Ability for Everyone Who Works Here to Live Here

- Support legislation that facilitates the streamlined construction and production of housing units consistent with local land use planning, zoning and development laws.
- Support legislation that creates a permanent source of revenue or strengthens existing revenue sources to local governments for the production and preservation of workforce housing.
- Support legislation and investments to prevent and reduce homelessness and increase the supply of affordable housing (CAlCities).
- Support legislation requiring jurisdictions throughout the region to develop and maintain housing to support jobs in the region.
- Support legislation and initiatives that result in lower utility and fuel rates for local residents.

Efficient Government

- Oppose legislation that may reduce municipal authority, particularly in the areas of land use planning, zoning and development review.
- Support legislation that protects local revenue sources and prevents the imposition of unfunded mandates on cities.
- Oppose legislation that diminishes the City's ability to impose and collect fees.
- Support legislation to dedicate new resources and protect existing funding to strengthen and modernize essential infrastructure (CalCities).
- Oppose any change in tax or fee allocations, which would negatively affect local government.

Ensure Public Safety

- Support initiatives to prepare, prevent, and adapt to natural disasters and the impacts of climate change, including wildfires and other extreme weather events (CalCities).
- Advocate for ongoing sustainable funding for wildfire mitigation projects and programs including funding for partner agencies (i.e. USFS, CTC).
- Support legislation that provides resources for modernizing wildfire preparedness and emergency evacuation planning.
- Increase transparency and access to insurance policies, especially following a natural disaster (CalCities).
- Support legislation and funding to assist local law enforcement with crime prevention and reduction.
- Support legislation that enhances opportunity for the City to seek reimbursement for first responder services from insurance companies.
- Support legislation that establishes greater city latitude in setting speed limits.

Grow and Diversify the Economy

- Support new economic development opportunities that bolster local economies and cultivate a strong local workforce, including expanded workforce recruitment and retention tools (CalCities).
- Support legislation that provides more opportunities for the city to utilize Enhanced Infrastructure Financing Districts, tax increment financing districts, or other economic development tools.
- Support legislation and initiatives that would provide funding for economic development, property beautification and revitalization.
- Support legislation that expands local government tools to attract investment to redevelop blighted, aging, and underutilized properties.

Improve Transportation

- Support measures that increase funding opportunities for local transportation and transit system improvements.
- Support legislation promoting sustainable transportation options, including bike lanes, sidewalks, and public transit.
- Support legislation that will improve scooter safety for users and non-users.

- Support legislation that provides tools to local jurisdictions to implement traffic calming and safety projects.
- Support legislation that would increase opportunities for Caltrans to coordinate with the city on planning and implementing complete street and safety improvements on state highways that function as city main streets.

Protect the Natural Environment

- Support actions that increase funding for stormwater and water quality planning and projects.
- Support programs that increase local control over the purchase and development of renewable energy resources, as an effective means of increasing consumer access to renewable energy at stable, competitive rates, and decreasing statewide greenhouse gas emissions (CalCities)
- Support the city's right to form or join existing Community Choice Aggregation (CCA) entities, as an effective method of increasing local control over power supply (CalCities).

Recreation and Equitable Access for All

- Support funding to expand opportunities to construct and maintain neighborhood and community parks.
- Support funding to provide services for senior communities.
- Support legislation and funding that would result in more opportunity to improve accessibility of public spaces for all people.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:24

Agenda Item: Time Share and Condominium Conversion – Margaritaville Request

Executive Summary: On March 18, 2025, Exline and Company, Inc. submitted on behalf of the Davidson Group (a.k.a. Margaritaville) a request to change the use of all rooms located in Atrium C of Margaritaville, which totals 140 units. Their proposal is to conduct this conversion in two phases, the first phase would involve converting 52 units into timeshares, while the remaining 88 units would be converted into condominiums for sale at a later date. South Lake Tahoe City Code Section 6.60.040 Use permits â€“ provides regulations related to Vacation time-sharing projects. The staff report includes the last ten year history of Gross Receipts and Nights Rented at 4130 Lake Tahoe Blvd (currently Margaritaville Resort Hotel. It is anticipated that conversion of the proposed 140 units will result in loss of TOT revenue to the City.

Requested Action / Suggested Motions: Pass a Motion directing staff to: (1) Do nothing; (2) Return with an Ordinance amendment to South Lake Tahoe City Code Section 6.60.040 (Use permits) to allow timeshare and condominium conversions within the Tourist Core Area Plan – Tourist Center geographic area as an outright permitted use; or (3) Direct staff to explore feasibility of an Ordinance amendment to South Lake Tahoe City Code Section 6.60.040 (Use permits) to allow timeshare and condominium conversions within the Tourist Core Area Plan – Tourist Center geographic area contingent on a mutually agreed upon agreement to be approved by the City Council to ensure Transient Occupancy Tax (TOT) revenues loss from the removal of lodging accommodations is adequately addressed.

Responsible Staff Member: Joseph D. Irvin, City Manager (530) 542-6043

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

Attachments:

01-Staff_Report_Time_Share_and_Condominium_Conversion_-_Margaritaville_Request.docx
02-Tourist Core Area Plan - Tourist Center.pdf
03-History of Gross Receipts and Nights Rented.pdf
04- Margaritaville Timeshare & Condo Hotel Development.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: November 4, 2025

Title: Time Share and Condominium Conversion – Margaritaville Request

Location: Tourist Core Area Plan – Tourist Center

Responsible Staff Members: Joseph D. Irvin, City Manager (530) 542-6043

Background:
On March 18, 2025, Exline and Company, Inc. submitted on behalf of the Davidson Group (a.k.a. Margaritaville) a request to change the use of all rooms located in Atrium C of Margaritaville, which totals 140 units. Their proposal is to conduct this conversion in two phases, the first phase would involve converting 52 units into timeshares, while the remaining 88 units would be converted into condominiums for sale at a later date.

Issue and Discussion:
South Lake Tahoe City Code Section 6.60.040 Use permits – provides regulations related to Vacation time-sharing projects and the code text is provided below:

A. Vacation time-sharing projects shall, except as provided below, be prohibited in any area plan, plan area statement, or community plan district within the city which does not allow time-sharing.

B. Vacation time-sharing projects shall be permitted only if a discretionary time-share special use permit is issued by the city council; provided, however, that applications may be considered only for new construction of such facilities. The city council will be the decision-maker for all time-share special use permits and such a special use permit is required for any time-sharing project, even when the use is listed as "allowable" under the applicable area plan, plan area statement, or community plan district. All projects shall first be reviewed at a public hearing before the city planning commission, which shall forward a recommendation to the city council for consideration.
Newly constructed time-share projects may be approved only when:

1. Such project is the subject of an owner participation agreement approved by the city council; and said owner participation agreement contains revenue sources, guarantees, and assurances, satisfactory to the city council in its sole discretion, which ensure that there can be no future legal challenge on the grounds of inapplicability of transient occupancy taxes on units in the time-share project, or otherwise.

2. Conversion of existing residential dwellings to time-share units, even if located in a commercially zoned area, is prohibited. Conversion of an existing visitor lodging use to time-share units is similarly prohibited. All new construction shall meet all applicable city standards for such construction.

Nonconforming setbacks, parking, density and height of the previously existing use may not be retained.

Adequate information to address the issue of market feasibility, a copy of the packet submitted to the department of real estate (DRE) and any other appropriate information pertaining to the property which may be reasonably required to assess use of the property as a time-share facility shall accompany the special use permit application. (Ord. 698; Ord. 728; Ord. 764 § 1; Ord. 807 § 1; Ord. 875 § 1; Ord. 894 §§ 2, 3; Ord. 929 § 1; Ord. 966 § 1; Ord. 1199 § 3. Code 1997 § 33-4)

Staff is presenting this item to City Council to consider the proposal and is asking City Council for direction. Staff have identified three potential options for the City Council to consider:

1) Do nothing,
2) Direct staff to return with an Ordinance amendment to South Lake Tahoe City Code Section 6.60.040 Use permits to allow timeshare and condominium conversions within the Tourist Core Area Plan – Tourist Center geographic area as an outright permitted use; or
3) Direct staff to explore the feasibility of an Ordinance amendment to South Lake Tahoe City Code Section 6.60.040 Use permits to allow timeshare and condominium conversions within the Tourist Core Area Plan – Tourist Center geographic area contingent on a mutually agreed upon agreement to be approved by the City Council to ensure Transient Occupancy Tax (TOT) revenues loss from the removal of lodging accommodations is adequately addressed.

A map depicting the Tourist Core Area Plan – Tourist Center is attached (Attachment 02) for City Council's deliberation.

Financial Implications:
Attached to this staff report is a table depicting the "History of Gross Receipts and Nights Rented at 4130 Lake Tahoe Blvd (currently Margaritaville Resort Hotel)" (Attachment 3) from 2015 through 2025. TOT collected from this location was 12-percent for fiscal years 2015 and 2016. From 2017 to current date the TOT collected has been 12-percent, plus 2-percent (Measure P).

The proposed conversion of 140 transient lodging units to timeshares and condominium ownership would reduce the number of available transient units by approximately 35 percent, resulting in an estimate annual Transient Occupancy Tax (TOT) revenue loss of approximately $930,000. Of this amount, approximately $800,000 is currently deposited into the General Fund, which supports essential City service such as public safety, maintenance, and administration. The remaining $130,000 is allocated to the Measure P TOT fund, which provides funding for debt service on the bonds issued to construct the Multi-Generational Recreation and Aquatic Center, as well as ongoing operational and capital needs at the new facility and other recreation projects.

In addition to the estimated $930,000 annual loss in Transient Occupancy Tax (TOT) revenue, the conversion of transient lodging units to timeshare and condominium ownership is expected to affect other City revenues, including sales tax and property tax.

Sales Tax Impact
While it may appear that sales tax revenues could increase if timeshare owners or condominium residents stay for longer periods, there are several items for consideration that suggest sales tax may, in fact, decrease following such conversions:

1. Visitor Spending vs. Owner Spending:
   Transient guests typically spend more per day than timeshare owners or condo residents, as visitors often dine out for most meals, shop locally, and use recreation and entertainment venues. Owners, on the other hand, are more likely to purchase groceries and supplies in bulk—often outside the City—resulting in less taxable local spending.
2. Occupancy Frequency:
   Hotel or transient units operate with relatively high year-round occupancy, supporting continuous visitor spending. Timeshare and condominium units are generally occupied for shorter periods each year, leading to reduced annual economic activity even if individual stays are longer.
3. Retail Sales Leakage:
   Timeshare and condominium owners are more inclined to shop online or in neighboring areas for groceries and household items rather than making discretionary purchases within the City.
4. Shift from Visitor Economy to Residential Use:
   Converting transient lodging units to private ownership shifts the City's tax base away from short-term tourism-related spending toward residential patterns, which typically generate less sales tax revenue per unit.

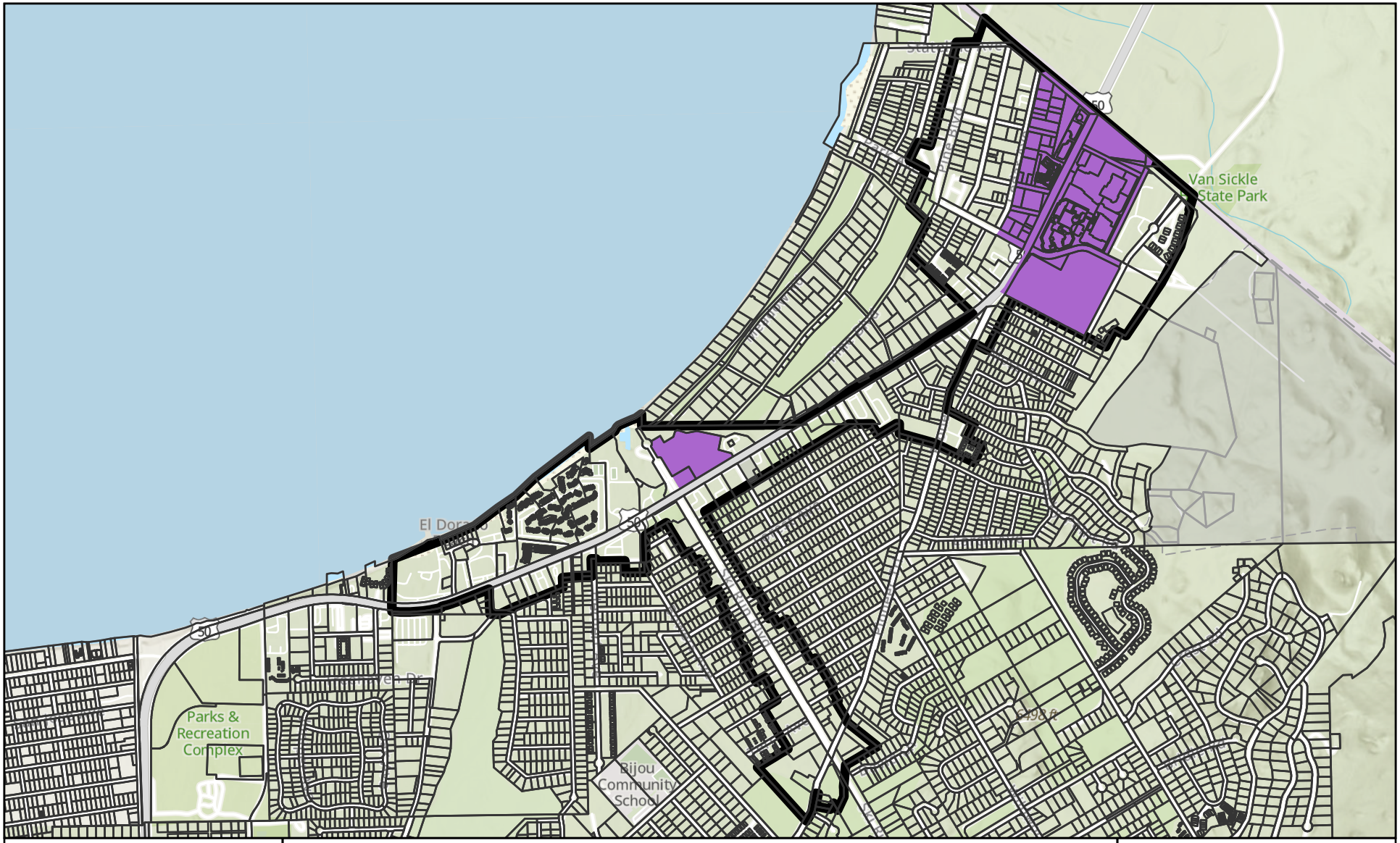
Based on these factors, staff estimates a potential annual reduction in sales tax revenue between $100,000 and $250,000, depending on occupancy and owner spending behavior.

Property Tax Impact
The conversion to individually owned units could result in one-time property reassessments, potentially increasing property tax revenue by an estimated $50,000 to $150,000 in the first year. However, this would not represent a recurring revenue source and would not offset the ongoing losses in TOT and sales tax.

If Council desires, staff can engage a qualified consultant to conduct a more detailed fiscal analysis of the potential long-term impacts to TOT, sales tax, and other municipal revenues associated with the proposed conversion.

Environmental Considerations:
This item is Categorically Exempt from CEQA under section 15301 (Existing Facilities) as presented.

Policy Implications:
This agenda item is being presented to the City Council for consideration and deliberation. It is within the City Council's authority to amend this City Code if they desire to do so.



Tourist Core Area Plan

Path: \\gis\share\Projects\MyProject\MyProject.aprx | Tourist Core Area Plan

Legend

- Tourist Center
- TCAP Boundary

N

History of Gross Receipts and Nights Rented at 4130 Lake Tahoe Blvd (currently Margaritaville Resort Hotel)														Change
Gross Receipts													**FY**	**from Prior**
FY	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**TOTAL**	**FY**
2015	816,227	450,893	1,258,587	832,170	778,302	456,659	348,423	811,954	1,113,942	1,861,480	1,495,339	1,242,246	11,466,222	
2016	868,150	531,824	1,406,255	1,140,167	1,279,076	987,297	523,560	581,938	1,238,852	2,104,802	1,575,586	1,260,800	13,498,305	18%
2017	851,346	591,861	1,511,225	1,154,855	1,231,937	1,098,591	853,663	757,009	1,288,064	2,270,216	1,581,709	1,345,612	14,536,088	8%
2018	796,645	591,377	1,424,020	1,052,134	1,129,615	1,190,555	788,540	870,562	1,574,420	2,479,977	1,851,024	1,411,774	15,160,644	4%
2019	970,007	767,717	1,765,948	1,209,186	1,177,923	1,168,320	874,330	756,405	1,404,346	2,196,208	1,896,861	1,361,106	15,548,356	3%
2020	760,966	596,016	1,421,025	1,224,912	1,259,638	418,681	-	-	268,694	1,380,347	1,229,036	865,969	9,425,285	-39%
2021	725,019	451,394	62,256	347,032	1,206,591	1,061,730	718,250	833,099	1,515,733	2,672,073	1,323,783	427,829	11,344,789	20%
2022	641,037	471,723	1,351,720	1,266,606	1,422,161	1,080,174	586,789	691,675	1,377,867	2,407,285	1,420,623	1,362,117	14,079,777	24%
2023*	961,841	517,074	1,482,367	1,027,317	1,492,255	508,181	487,671	451,238	751,983	1,205,291	674,520	670,786	10,230,522	-27%
2024*	316,792	141,524	785,733	875,549	1,158,670	1,120,074	637,547	845,860	1,959,468	3,138,141	2,030,938	1,863,178	14,873,475	45%
2025	1,137,493	762,110	1,668,947	1,561,889	1,738,842	1,349,873	784,485	1,103,541	1,930,311	3,182,461	2,605,022	1,614,397	19,439,372	31%
														Change
Nights Rented													**FY**	**from Prior**
FY	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**TOTAL**	**FY**
2015	6,238	3,648	5,194	4,348	4,168	3,115	2,887	6,726	7,297	9,502	9,415	7,847	70,385	
2016	6,832	4,454	6,613	6,638	6,879	7,149	4,229	5,100	8,462	10,050	9,190	7,895	83,491	19%
2017	6,410	4,742	6,734	6,764	6,703	7,539	7,034	5,884	8,660	11,051	10,027	8,218	89,766	8%
2018	5,880	4,735	6,402	6,023	6,586	7,786	6,483	6,171	9,387	11,141	9,518	7,994	88,106	-2%
2019	6,856	5,677	9,336	6,130	6,081	7,118	6,417	5,125	8,552	11,031	10,183	8,116	90,622	3%
2020	5,358	4,145	6,077	6,513	6,749	2,773	-	-	1,763	6,700	5,902	4,061	50,041	-45%
2021	4,152	2,777	401	1,641	7,433	1,427	4,960	5,115	7,795	9,001	5,333	2,716	52,751	5%
2022	4,013	2,671	4,132	5,135	5,628	5,457	3,174	3,554	6,363	7,887	5,343	5,385	58,742	11%
2023*	5,385	2,437	4,528	3,923	5,111	2,744	2,744	3,301	4,278	3,391	2,227	2,505	42,574	-28%
2024*	1,650	763	3,051	3,227	4,090	5,170	3,085	3,775	7,771	7,713	7,127	7,240	54,662	28%
2025	6,300	4,382	5,590	6,273	6,504	6,585	4,388	4,719	8,263	10,360	9,511	6,512	79,387	45%
* Greyed-out cells reflect partial closure for renovations.														

March 18, 2025

Mr. Joe Irvin
City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Re: Margaritaville Condo Hotel & Timeshare Change of Use Coordination, 4130 Lake Tahoe Blvd

Dear Mr. Irvin:

I hope this message finds you well. I am writing to open a discussion regarding an exciting opportunity for the Margaritaville Resort in South Lake Tahoe. The Margaritaville Resort has a total of 399 rooms and is one of the largest hotels on the South Shore, located at the very heart of our commercial core. Unfortunately since the Lake Tahoe Resort was transformed into the current Margaritaville it has been challenging filling all the rooms, which has a negative economic impact on the Margaritaville resort, surrounding business owners and represents a warning to future South Shore investors.

In an effort to interject different unit optionality we reached out to City Planning Manager, John Hitchcock and asked about changing the use of a portion of the current hotel to timeshares. At first he believed it would be permissible since timeshares are an allowed use under the TCAP. Upon further investigation by CSLT legal counsel Section 6.60.040(B) of the City Code was cited which states that timeshares shall only be permitted as a special use permit issued by the City Council and shall be limited to “new construction”. Although the remodel work at Margaritaville construction would be “new” it was not deemed as new since Margaritaville is existing and is not considered new construction.

The Margaritaville team is proposing a change of use for all the rooms located in Atrium C, totaling 140 units. The initial phase will involve converting 52 units into timeshares, while the remaining 88 units will be converted into condominiums for sale at a later date.

As stated previously, the prohibition of timeshare for “new construction” is a City ordinance and not TRPA meaning only a CSLT amendment is needed. Amendments involving both TRPA and CSLT can only be submitted at the end of the year. However, since the proposed Amendment is only a CSLT action we have been advised that we can submit the CSLT Amendment application as soon as possible.

This plan is designed to benefit both the local community and the region at large, fostering economic growth, job creation, and enhanced infrastructure.

Community Benefits

The proposed change of use will offer several important benefits to South Lake Tahoe:

- **Improved City Tax Benefits:** Studies show that timeshare owners spend 30-50% more locally than transient tourists. A single timeshare unit can generate up to 2-3X the property tax revenue compared to traditional hotel rooms.
- **Job Creation:** The conversion of units to timeshares and condos will require skilled labor for renovations, generating both temporary and permanent job opportunities in construction, property management, hospitality, and real estate sectors.
- **Stable Tourism Traffic:** Timeshares typically attract long-term repeat visitors, ensuring a stable flow of tourism year-round. This helps mitigate the volatility often associated with seasonal tourism and supports local businesses across different seasons.
- **Real Estate Value Growth:** The introduction of new properties for sale and the popularity of timeshares will contribute to increasing real estate values in the area, enhancing the city's appeal for investment.
- **Enhanced Local Infrastructure and Community Engagement:** Increased tourism and residential activity will drive improvements in local infrastructure, such as roads, public services, and utilities. Additionally, this project will provide opportunities for community engagement, including potential partnerships for local events and initiatives that support South Lake Tahoe's values and culture.

Environmental Considerations

As part of this project, we are committed to sustainable development practices. We will address the efficient use of space, ensuring that the property is developed in an environmentally responsible manner, with an emphasis on minimizing any negative impact. Moreover, we will implement sustainable tourism practices that encourage eco-friendly travel, energy conservation, and waste reduction, aligning with the city's long-term environmental goals.

Margaritaville Case Studies

The attached includes case studies from other cities, such as Orlando, Las Vegas, Maui, and Breckenridge, which have successfully expanded timeshares. These cities have seen positive outcomes, including enhanced tourism revenue, job creation, and greater community engagement, all while maintaining a focus on environmental sustainability.

Next Steps

We are excited to collaborate with the City of South Lake Tahoe on this proposal and look forward to discussing the specifics of the project in greater detail. I suggest we schedule a meeting at your earliest convenience to further explore the opportunities, address any concerns, and refine the details of this proposal to ensure it aligns with the city's goals.

Thank you for your time and consideration. I look forward to our discussion.

Sincerely,

Nicholas Exline

Nick Exline
Principle Planner, AICP

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 4, 2025

Agenda Item #:25

Agenda Item:

Ordinance Amending South Lake Tahoe City Code Section 1.20.10 (City Seal) (First Reading)

Executive Summary: On September 20, 1966, a our City Seal was introduced, first appearing in Ordinance 82 "Creating a Fire Department for the City of South Lake Tahoe". This City Seal has been used for the last 59 years. After nearly six decades, our City Seal has become a valuable historical artifact and a powerful symbol of the community's heritage. It represents the City's continuity and legacy, similar to a historical monument. The seal is a reminder of the City's past. Retaining the traditional Seal honors this history rather than erasing it. At their May 6, 2025, City Council meeting, Councilmember Robbins (seconded by then Mayor Pro Tem Bass) requested that the City Seal be altered to more accurately reflect Lake Tahoeâ€™s California and Nevada boundaries.

Requested Action / Suggested Motions: City Council may either 1) Pass a Motion to hold first reading, by title only, of an Ordinance amending City Code Section 1.20.10 (City Seal), and refer to second reading and adoption to the November 18, 2025, meeting; or 2) take no action.

Responsible Staff Member: Susan Blankenship, City Clerk

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

Attachments:

01-Staff Report-City Seal Ordinance (First Reading).docx
02-Ordinance (redline).docx
03-Ordinance - City Seal (First Reading).docx

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

Meeting Date: November 4, 2025

Title: Ordinance Amending City Code Section 1.20.10 City Seal (First Reading)

Location: Citywide

Responsible Staff Member: **Susan Blankenship, City Clerk**

Background: The first City Seal was a 2" circular embossed die reading: "CITY OF SOUTH LAKE TAHOE, CALIFORNIA, INCORPORATED 1965". This City Seal was used on all Ordinances establishing our City's government, beginning with Ordinance 1 on November 30, 1965.

On September 20, 1966, a new City Seal was introduced, first appearing in Ordinance 82 "Creating a Fire Department for the City of South Lake Tahoe". This City Seal has been used for the last 59 years.

After nearly six decades, our City Seal has become a valuable historical artifact and a powerful symbol of the community's heritage. It represents the City's continuity and legacy, similar to a historical monument. The seal is a reminder of the City's past. Retaining the traditional Seal honors this history rather than erasing it.

At their May 6, 2025, City Council meeting, Councilmember Robbins, finding the dashes on the seal "silly" and "wrong", requested that the City Seal be altered to more accurately reflect Lake Tahoe's California and Nevada boundaries. (seconded by then Mayor Pro-Tem Bass). The City Clerk enlisted a design company to produce an altered City Seal.

A City Seal and a City Logo serve different purposes and can coexist. The City Seal is used for official documents and ceremonial purposes, whereas a logo is a more modern, flexible graphic for branding and marketing. It is not necessary to change the historic Seal to create a modern City brand identity.

Issue and Discussion: The altering of the City Seal has not been requested by any member of the community to which it belongs. There is no overwhelming cause to warrant alteration.

An Ordinance has been prepared to amend City Code Section 1.20.010 to reflect requested changes. The description of the Seal has also been updated to state "…*above* a *yellow* eight petal flower", replacing "…*at* a *blue* eight petal flower".

Financial Implications: The costs associated with the alteration of the City Seal are nominal.

Environmental Considerations: The proposed action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Policy Implications: The holding of a first and second reading to amend an Ordinance conforms to Government Code 3693.3.

CHAPTER 1.20 CITY SEAL AND LOGO

Sections:

1.20.010 **City seal.**
1.20.020 **City logo.**
1.20.030 **Use of City seal and logo.**

1.20.010 City Seal

The official seal of the City of South Lake Tahoe shall be in the form of a die and/or stamp approximately two inches in diameter.

The City seal consists of a blue circle with oblong spaces surrounding a white circle in which is written “CITY OF SOUTH LAKE TAHOE CALIFORNIA” with two leafy branches on either side of the word “CALIFORNIA.” Interior of the white circle is a thin yellow circle, which contains the numerals “19” and “65” on either side of a blue depiction of the outline of Lake Tahoe, divided by a dashed white line, which terminates ~~at~~ above a ~~blue~~ yellow eight petal flower in the lower right quadrant of the lake depiction. The face of which is substantially as set forth below:





Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

November 18, 2025

An Ordinance Amending Section 1.20.010 City Seal

FINDINGS

A. At their May 6, 2025, City Council Meeting, Councilmember Robbins (seconded by Mayor Pro-Tem Bass) requested that the City Seal be altered to more accurately reflect Lake Tahoe's California and Nevada boundaries.
B. The City Clerk worked with a design team to produce a revised City Seal.
C. In addition to the altered Seal, the description of the Seal has also been updated to state "*above* a *yellow* eight petal flower", replacing "*at* a *blue* eight petal flower".

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

1. Amending City Code Section 1.20.010 as follows:

Section 1.20.010 City Seal

The official seal of the City of South Lake Tahoe shall be in the form of a die and/or stamp approximately two inches in diameter.

The City seal consists of a blue circle with oblong spaces surrounding a white circle in which is written "CITY OF SOUTH LAKE TAHOE CALIFORNIA" with two leafy branches on either side of the word "CALIFORNIA." Interior of the white circle is a thin yellow circle, which contains the numerals "19" and "65" on either side of a blue depiction of the outline of Lake Tahoe, divided by a dashed white line, which terminates above a yellow eight petal flower in the lower right quadrant of the lake depiction. The face of which is substantially as set forth below:



Adopted by the City of South Lake Tahoe City Council on November 18, 2025 by the following vote:

Yes:

No:
Abstain:
Absent:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: November 4, 2025
Published:
Second Reading:
Effective:

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

2025 Agenda Planning Calendar (Updated 10 29 2025)

		Agenda Item	Agenda Section
Nov. 18, 5:30 p.m.	**City Clerk**	2026 City Council Meeting Schedule	NB
		City Council Member Applicant Interviews and Possible Appointment	NB
		Youth HOPE Month	Proclamation
		Ordinance Altering City Seal (Second Reading)	Consent
	City Manager	Transit JPA Funding & Reimbursement Agreement	NB
		Chateau Update	Consent
	Dev Services	2025 California Building Standards Code Adoption (Second Reading)	Consent
		Purchase Sale Agreement 3900 LTB Affordable Housing Amendments	NB
	Finance	TID Annual Report	Presentation
	Fire	First Due Contract	Consent
	Parks & Rec	Future of the Senior Center	NB
		Purchase of Office Furniture for the New Recreation & Aquatic Center	Consent
	Police	Amendment to Professional Services Agreement with Walker Telecomm	Consent
	Public Works	Vehicle Purchase	Consent
		PAPI Maintenance Agreement	Consent

2025 Agenda Planning Calendar (Updated 10 29 2025)

Dec 9, 5:30 p.m.	**City Clerk**	City Council Protocols Update	NB
		Mayor and Mayor Pro-Tem Selection	NB
		Council Assignments to Boards and Comms (Reg. Housing Policy Sub)	NB
	CM\CC	City Commission Roles Strategic Priority Discussion	NB
	Dev Services	CTC Land Exchange	NB
	Finance	Annual ROPS Approval	Consent
		Quarterly & Financial Status Report as of September 2025	Consent
		Investment Portfolio Report as of September 2025	Consent
	Parks & Rec	Agreement with LTUSD 3rd Grade Swim Program	Consent
		Agreement with AARP Tax Aide Program	Consent
	Police/CA	Bear Presentation	Presentation
	Public Works	Award El Dorado Beach Revetment Repair Design Contract	Consent
		Rockwood to Blackwood Changeorder reconciliation	Consent
		Tahoe Valley Phase 1 Changeorder reconciliation	Consent
Unscheduled/Pending			
	City Attorney	Ethics Policy Revisions	

2025 Agenda Planning Calendar (Updated 10 29 2025)

	VHR Ordinance Amendments
CA/DS	Discussion: City Requirement to Replace Housing Units within the City
City Clerk	Pride Resolution Update
	Ordinance Increasing City Council Compensation (October 2026)
CC/CA	Recreation JPA Amendment #3 to Agreement
City Manager	Grants/Funding for Undergrounding Utilities
	Transit JPA Funding and Accountability
	Cannabis Grant Application Parameters
CA\PD	SMD Ordinance (First Reading)
Dev Services	Evaluate Feasability - Res. Area Plan/SB9 and Remove Tourist Accomodation
	John Stewart Company Presentation
	Performance Bond as a Condition of Demolition
	PLHA Grant Budget Appropriation Sugar Pine Phase 4
	TRPA Living Housing and Mobility Fees
	Discussion: Second Home Cap/Permit Options
Finance	Disolution STJPPFA

2025 Agenda Planning Calendar (Updated 10 29 2025)

Parks & Rec	Events and Facitilies Naming Rights Discussion
Police	Barton Community Health Needs and Harm Reduction Update
Police/PW	Bike Paths, Bike Parking, Vehicle Parking
	2026 Update to Parking Fees in the Bellamy Parking Garage
Public Works	Geothermal Use Discussion Item
	Award of PD Roof Replacement
	Eloise Bike Path Enhancements
	Award James-Eloise Drainage Upgrade
	TTD US 50 Plans Presentation
	Award Lakeview and Ski Run Electrical Upgrades
	Bike Trail Speed Bump Discussion
	Facilities Condition Assessment
	Award PS&E for Sugar Pine Bike Path Project