City of South Lake Tahoe
City Council and South Tahoe Redevelopment Successor Agency
Meeting Agenda
Tuesday, November 7, 2023 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cristi Creegan, Mayor
Cody Bass, Mayor Pro Tem
John Friedrich, Councilmember
Tamara Wallace, Councilmember
Scott Robbins, Councilmember

Mission of the City Council
The City was established to provide essential, outstanding and cost-effective services that enhance environmental sustainability, economic vitality and the quality of life for our residents, businesses and guests.

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, and via ZOOM at this link https://us06web.zoom.us/j/83784786366

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

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

By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is ID: 837 8478 6366 press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak.

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office

located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

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

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

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

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

City Commission Reports

Presentations

1. Lake Tahoe Destination Stewardship Plan Presentation
Requested Action / Suggested Motions: Receive presentation by Devin Middlebrook, Government Affairs Manager - Tahoe Regional Planning Agency, Carol Chaplain, President & CEO - Lake Tahoe Visitors Authority, Amy Berry, CEO - Tahoe Fund and Nettie Perdue, Managing Director of the Destination Stewardship Council regarding the Lake Tahoe Destination Stewardship Plan.
Responsible Staff Member(s): Joseph D. Irvin, City Manager (530) 542-6043
Item 1-Executive Summary.pdf
Destination Stewardship Presentation

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

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

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

2. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the September 26, 2023 Regular City Council meeting minutes. Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 2- Executive Summary.pdf
09 26 2023 City Council Minutes.pdf

3. Fiscal Year 2023-2024 Appropriation Limit
Requested Action / Suggested Motions: Pass a Resolution establishing the Appropriation Limit for Fiscal Year 2023-2024 in compliance with Proposition 111 in the amount of $98,985,642.
Responsible Staff Member(s): Andrew Black, Financial Services Supervisor
Item 3- Executive Summary.pdf
01-Staff_Report_Appropriations_Limit_2023-2024.docx
02-Resolution - 2023-2024 Appropriations Limit.docx
03-Appropriations Limit 2023 2024 Worksheets.pdf

4. Fiscal Year 2022-2023 Budgeted Funds Re-Appropriations
Requested Action / Suggested Motions: Pass a Motion to approve re-appropriation of Fiscal Year 2022-2023 budget for purchases and services with unfinished scope of work to Fiscal Year 2023-2024.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 4- Executive Summary.pdf
01-Staff_Report_Reappropriation_of_FY23_Budget to FY24.docx
02 - Carry Forward to 23-24 tables.pdf

5. Custodial Services Agreement with Building Services of CA and NV, LLC, for Bellamy Garage and City Hall/Airport Terminal
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Custodial Services Agreement with Building Services of CA and NV, LLC, for an amount not to exceed $101,580.00 for the first year, which includes a $5,000.00 contingency.
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 5- Executive Summary.pdf
01-Staff Report-Airport Custodial Services
02- Professional Services Ageement with Building Services
03-Bid Building Services.pdf

6. Agreement with TJKM Consultants for Vision Zero Action Plan
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a Professional Services Agreement with TJKM Consultants for development of a Vision Zero Action Plan in an amount not to exceed $248,904 and authorizing transfer of grant funds in this amount.
CEQA Determination: This action is statutorily exempt from review under CEQA Guidelines section 15262 (Feasibility and Planning Studies).
Responsible Staff Member(s): Jason Burke, Complete Streets Program Manager and Emily Dougherty, Engineering Technician.
Item 6- Executive Summary.pdf
01-StafF Report-Agreement with TJKM Consultants for Vision Zero Action Plan
02 Resolution 2022-115 Vision Zero Action Plan.pdf
03-Resolution-Agreement with TJKM Consultants for Vision Zero Action Plan
04-Agreement_Final.pdf

7. Electrical Facilities Cost Sharing Agreement with the California Department of Transportation (Caltrans)
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute an Electrical Facilities Cost Sharing Agreement with Caltrans for traffic signal maintenance and energy costs, and authorizing the transfer of $50,000 from the City's Undesignated General Funds to cover the City's share for Fiscal Year 2023-2024.
CEQA Determination: This action is categorically exempt from review under CEQA Guidelines

section 15301(c) (Existing Facilities) because it involves the maintenance and minor alteration of an existing public highway involving negligible or no expansion of existing or former use.
Responsible Staff Member(s): Anush Nejad, Director of Public Works
Item 7- Executive Summary.pdf
01-Staff_Report_-_CalTrans_Maintenance_Agreement.docx
02 - C-090-2021 Caltrans Coop Agreement
03-CalTrans Electrical Facilities Cost Sharing Agreement (Exh. A to Reso.)
04-Resolution_Caltrans_Maintenance_Agreement.docx
05-1986 Cost Sharing Agreement (C-08-86).pdf

8. Purchase Order with Sawtooth Industrial, LLC. for Snow Blower Repair
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute a sole source Purchase Order with Sawtooth Industrial, LLC for snow blower repair for an amount of $71,766.
Responsible Staff Member(s): Responsible Staff Members: Anush Nejad, Director of Public Works and Phil Harwood, Fleet Supervisor
Item 8- Executive Summary.pdf
01-Staff Report-Sawtooth Industrail LLC Purchase Order Agreement.docx
02-Sole Source Justification.pdf
03 - Sawtooth Quote.pdf

9. Third Amendment to Agreement with SierraCon Inc. for Construction Management and Commissioning Services for the Multi-Generational Recreation and Aquatic Center
Requested Action / Suggested Motions: Pass a Resolution appropriating $1,168,000 for construction management and commissioning services related to the Multigenerational Recreation and Aquatic Center Project and authorizing and directing the Mayor Pro Tem to execute Amendment 3 to Professional Services Agreement with SierraCon Inc. in an amount not to exceed $1,168,000.
CEQA Determination: On January 18, 2022, City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file #2021120206). This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162.
Responsible Staff Member(s): Anush Nejad, Director of Public Works
Item 9- Executive Summary.pdf
01-Staff Report - Rec Center Award Sierra Con.docx
02-Amendment_3_to_Agreement_with_Sierra_Construction.docx
03 - Exhibit A to Amendment 3.pdf
04-Resolution-Budget_Approproation_and_Agreement_with_SierraCon.docx

10. Amendment to Permanent Local Housing Allocation (PLHA) Grant Eligible Activities
Requested Action / Suggested Motions: Pass a Resolution amending the Permanent Local Housing Allocation (PLHA) formula grant application to expand the Eligible Activities to the PLHA 5-year plan to provide more flexibility for implementation.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Associate Housing Planner
Item 10- Executive Summary.pdf
01-Staff_Report_-_PHLA.docx
02-Resolution-PHLA_Amendment.pdf
03-Res 2020-060 Authorizing Resolution for an Application for PLHA.pdf

11. Sale of Surplus Vehicles and Equipment and Ratification of Donation Agreement with Tahoe Coalition for Homeless
Requested Action / Suggested Motions: Pass a Resolution declaring certain vehicles and equipment as surplus, directing the sale of vehicles, equipment and other City assets, and ratifying a 2020 Donation Agreement with Tahoe Coalition for the Homeless for a surplus vehicle.

Responsible Staff Member(s): Anush Nejad, Director of Public Works and Phil Harwood, Fleet Supervisor
Item 11- Executive Summary.pdf
01-Staff Report - Surplus Property
02-Resolution - Surplus Vehicles and Property.docx
03-Surplus Property List (Exh. A to Reso).pdf
04-TCH Donation Agreement (Exh. B to Reso).pdf

12. Additional Appropriation of Funds for Airport Hangar Repairs
Requested Action / Suggested Motions: Pass a Resolution authorizing the Finance Director to appropriate $100,000 from Airport Available Fund Balance for Airport Maintenance needs due to 2022-2023 Snow Season and Deferred Maintenance.
CEQA Determination: The project is exempt from review under CEQA Guidelines section 15301(d) (Existing Facilities â€“ restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety).
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 12- Executive Summary.pdf
01- Staff Report-Airport Hangar Repair
02-Resolution-Airport Hangar Improvements Budget Appropriation

13. Excess Sites Local Government Matching Grants for the Sugar Pine Village affordable housing project Phase 2B
Requested Action / Suggested Motions: Pass a Resolution supporting the application of the Related Companies of California LLC for the Local Government Matching Grants Program and approving Sugar Pine Villlage Phase 2 Housing Partners, L.P. budget for the Local Government Matching Granit Program.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Associate Housing Planner
Item 13- Executive Summary.pdf
01-Staff_Report_-_Phase_2B_LGMG.docx
02-Resolution_-_LGMG_Sugar_Pine_Phase_2B.pdf
03-SPV2B City Coverage Letter.pdf

14. Amendment 3 to Agreement with CDM Smith, Inc. for Design of Pioneer Trail Pedestrian Upgrade, Phase 2
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment 3 to Professional Services Agreement with CDM Smith, Inc. in an additional amount of $75,511 for engineering design services and acquisition assistance, for a total contract amount not to exceed $525,854.
CEQA Determination: This project is categorically exempt from review under CEQA Guidelines Section 15301(c) (existing facilities consisting of existing streets and sidewalks).
Responsible Staff Member(s): Stan Hill, Engineering Manager and Anush Nejad, Director of Public Works
Item 14- Executive Summary.pdf
01-Staff Report - CDM Smith Agreement for Pioneer Trail Phase 2.docx
02-CDM-Smith - Amendment 3.pdf
03-C-009-2019 CDM Smith Pioneer Trail Pedestrian Project.pdf
04-C-031-2021 Amendment 1 CDM Smith.pdf
05-C-117-2023 Amendment 2 CDM Smith.pdf

15. Agreement with NOVA Geotechnical and Inspection Services- Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) for Specialty Inspection and Testing Services for Multi-Generational Recreation and Aquatic Center
Requested Action / Suggested Motions: Pass a Resolution appropriating $330,445.49 for the Specialty Inspection and Testing for the Multi-Generational Recreation and Aquatic Center Project, plus 20% contingency in the amount of $66,089.10 for a total $396,534.59 from General Fund

Undesignated Excess Reserves and authorizing and directing the Mayor Pro Tem to execute a contract with Universal Engineering Services (UES).
CEQA Determination: On January 18, 2022, City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file #2021120206). This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162.
Responsible Staff Member(s): Anush Nejad, Director of Public Works and Jeremy Harrison, Building Official
Item 15- Executive Summary.pdf
01-Staff Report - UES Contract.docx
02-Resolution-Budget Approproation and Agreement with UES.docx
03-UES Contract (Exh. A to Reso.).pdf

16. Fire Station 3 Interim Renovations
Requested Action / Suggested Motions: Pass a Resolution allocating $300,000 for interim renovations for Fire Station 3
CEQA Determination: The rehabilitation and upgrades are categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines 15301 (Existing Facilities) because it consists of the repair or minor alteration of an existing public structure involving negligible or no expansion of existing or former use.
Responsible Staff Member(s): Anush Nejad, Director of Public Works and Jim Drennan, Fire Chief
Item 16- Executive Summary.pdf
01-Staff Report - Fire Station 3 Interim Upgrades.docx
02-Resolution-Budget Approproation FS3.docx

17. Amendments to Agreements with Jviation and ESA for the Airport Master Plan Update and Appropriation of Funds
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute Amendment 5 to the Professional Services Agreement with Jviation in an amount not to exceed $514,169, and Amendment 6 to the Professional Services Agreement with ESA in an amount not to exceed $241,407, both for the development of the Airport Master Plan Update.
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 17- Executive Summary.pdf
01-Staff Report-Amendments to PSA - Jviation and ESA
02- Resolution Airport Master Plan.docx
03- Jviation Amendment 5.pdf
04- Amendment 6 Environmental Science Associates Master Plan

18. Amendment to Extend Lease of 4114 Lake Tahoe Boulevard with Lake Tahoe Visitor Authority
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment 1 to Lease Agreement with Lake Tahoe Visitors Authority for property located at 4114 Lake Tahoe Boulevard for an additional five years.
CEQA Determination: This action is categorically exempt from review under CEQA Guidelines section 15301 (Existing Facilities) because the work done under the Agreement would consist of program provision and light maintenance, repair or minor alteration of existing public facilities involving negligible or no expansion of existing or former use.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 18- Executive Summary.pdf
01-Staff_Report_-_Amendment_1_to_Lease_Agreement_with_Lake_Tahoe_Visitor_Authority.docx
02-C-165-2018-Lease Agreement- Lake Tahoe Visitor Authority.pdf
03-Amendment 1 to Lease Agreement with Lake Tahoe Visitor Authority3.pdf

19. Agreement with Tahoe Regional Planning Agency to accept $30,000 for Environmental Analysis for Tahoe Valley Area Plan, Tourist Core Area Plan, and General Plan Amendments

Requested Action / Suggested Motions: Pass a Resolution accepting $30,000 in REAP 2.0 funds from the Tahoe Regional Planning Agency, amending the 2023-2024 Fiscal Year General Plan account revenues and expenses budget, and authorizing and directing the Mayor to execute an agreement with the Tahoe Regional Planning Agency.
CEQA Determination: This action is statutorily exempt from review under the California Environmental Quality Act Section 15262, feasibility and planning studies.
Responsible Staff Member(s): John Hitchcock, Planning Manager
Item 19- Executive Summary.pdf
01-Staff Report-TRPA Funding.docx
02 - Resolution to Appropriate Funds.docx
03 - Agreement with TRPA (Exh. A to Reso.).pdf

20. Agreement with Tahoe Regional Planning Agency for Regional Grant Program Funding
Requested Action / Suggested Motions: Pass a Motion authorizing the City Manager to execute two 2023 Tahoe Regional Planning Agency (TRPA) Regional Grant Program Agreements for the Pioneer Trail Pedestrian Improvement Project Phase II ($1.2 Million) and Microtransit EV Charging Base Station ($275,335).
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator and Stan Hill, Engineering Manager
Item 20- Executive Summary.pdf
01 - Staff Report 2023 TRPA Funding Agreement for two projects.docx
02- TRPA Grant Agreement -Microtransit EV Charging Base Station.docx
03-TRPA Grant Agreement - Pioneer Trail Phase 2.docx

21. 2023 CalRecycle SB 1383 Local Assistance Grant Program
Requested Action / Suggested Motions: Pass a Resolution authorizing the City Manager to submit an application for the 2023 CalRecycle Local Assistance Grant Program for $75,000.
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator Lori Marino, Principal Management Analyst
Item 21- Executive Summary.pdf
01 - 2023 CalRecycle Local Assistance Grant Application.docx
02 - Resolution to Apply for CalRecycle Local Assistanct Grant.docx

22. Reimbursement Agreement with Barton Health for Opioid Use Disorder Services
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Reimbursement Agreement with Barton Health to provide opioid remediation services using previously budgeted Opioid Settlement Agreement Funds in an amount not to exceed existing fund balance (approximately $123,350 per year).
Responsible Staff Member(s): David Stevenson, Police Chief
Item 22- Executive Summary.pdf
01 STAFF REPORT OPIOID FUNDS 110723.docx
02 Barton Agreement for Opioid Funds.pdf
03 Exhibit-E-Final-Settlement-Agreement.pdf
04 Barton Opioid Memo.pdf

Regular-Unfinished Business

23. Ordinance Requiring Good Faith Effort for Local Hiring on Public Works Projects (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 3, Chapter 3.45, Article II (Public Contracts and Uniform Public Construction Cost Accounting Act) to require a good faith effort for local hiring on public works projects, and refer second reading and adoption to the November 21, 2023, meeting.
Responsible Staff Member(s): Heather Stroud, City Attorney
Item 23- Executive Summary.pdf

01-Staff Report - Local Hire Ordinance.docx
02-Ordinance - Local Hire.docx
03 - Redline Ordinance - Local Hire.pdf

24. Mid-Town Area Plan Discussion and Direction
Requested Action / Suggested Motions: Pass a Motion directing the City Manager to either: (1) bring back a resolution at a future meeting to appropriate funds to complete the Mid-Town Area Plan as initially proposed with the assistance of a consulting team; 2) Limit the Mid-Town Area Plan to only the Bijou/Al Tahoe Community Plan and the Sierra Tract Commercial Plan Area Statement and either (a) prepare a separate Master Plan for Bijou Park and Golf Course; or (b) In lieu of a Master Plan for Bijou Park, prepare a focused Implementation Plan for Bijou Park and Golf Course.
CEQA Determination: Providing direction on whether to prepare an Area Plan is not approval of a project subject to review under CEQA Guidelines section 15352(a) because it does not commit the City to a definite course of action.
Responsible Staff Member(s): John Hitchcock, Planning Manager
Item 24- Executive Summary.pdf
01-Staff_Report_-_Mid-Town_Area_Plan.docx
02-Map Mid-Town Area Plan.pdf

25. Revisions to Heavenly Valley Neighborhood Traffic and Parking Plan and Update on Negotiations with Heavenly Resort Related to On-Street Parking Agreement
Requested Action / Suggested Motions: 1) Pass a Resolution changing no parking and residential parking permit restrictions on sections of Regina Road and Keller Road (replaces Resolution 2023-074); and 2) Pass a Motion directing staff to continue negotiating with Heavenly Resort on amendments to parking agreement and/or provide 180 days' notice to terminate the current parking agreement.
CEQA Determination: The actions proposed in this item are exempt from review under CEQA Guidelines section 15301 (Existing Facilities).
Responsible Staff Member(s): Anush Nejad, Director of Public Works and David Stevenson, Chief of Police
Item 25- Executive Summary.pdf
01-Staff_Report_-_Heavenly_On-Street_Parking_Agreement .docx
02- C-081-2013 Heavenly Parking Agreement
03 - Map of On-Street Parking.pdf
04 - Resolution No Parking Zones (Replaces Reso 2023-074).docx
05 - Heavenly Transit Brochure.pdf
06 - Presentation

26. Update on Annexation of Heavenly Area and Fiscal Impact Analysis
Requested Action / Suggested Motions: Pass a Motion Directing the City Manager and City Attorney to prepare an application to El Dorado Local Agency Formation Commission for an expanded annexation area in the Heavenly Area.
CEQA Determination: This action is categorically exempt from review under CEQA Guidelines section 15319 (Annexation of Existing Facilities and Lots for Exempt Facilities) because the annexation area includes existing public and private structures developed to a density allowed by the current zoning and pre-zoning.
Responsible Staff Member(s): Joseph Irvin, City Manager Heather Stroud, City Attorney
Item 26- Executive Summary.pdf
01 - Staff_Report_Annexation_Update.docx
02 - FIA Memo for Expanded Heavenly and Cleanup.pdf
03 - FIA Memo for 6 Scenarios.pdf
04 - Letter to Vail Requesting Annexation Support.pdf

Unfinished Business- City Council and South Tahoe Redevelopment Successor Agency

27. Purchase and Sale Agreement for Disposition of Exempt Surplus Property at 3900 and 3908 Lake Tahoe Boulevard Owned by South Tahoe Redevelopment Successor Agency with City of South Lake Tahoe and Novin Development Corporation for an Affordable Housing Project
Requested Action / Suggested Motions: 1) Acting as the South Tahoe Redevelopment Successor Agency, Pass a Resolution declaring the property located at 3900 and 3908 Lake Tahoe Boulevard as exempt surplus property and authorizing and directing the Board Chair to execute a Purchase and Sale Agreement to sell the property for the appraised value of $1,000,000; and 2) Acting as the City Council, Pass a Resolution declaring property located at 3900 and 3908 Lake Tahoe Boulevard as exempt surplus property, authorizing and directing the Mayor to execute the Purchase and Sale Agreement, and approving budget appropriations of $1,000,000 from General Fund Undesignated Reserves.
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15332 (In-Fill Development Projects) because it is consistent with the applicable General Plan designation and applicable policies and zoning, is on a site of no more than five acres substantially surrounded by urban uses, the project site has no value as habitat for endangered, rare, or threatened species or their habitat, approval of the project would not result in any significant effects related to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services.
Responsible Staff Member(s): Zach Thomas, Interim Director of Development Services
Item 27- Executive Summary.pdf
01-Staff Report - Purchase and Sale Agreement for 3900 and 3908 Lake Tahoe Blvd.docx
02-Successor Agency Resolution 3900 and 3908 Lake Tahoe Blvd.docx
03-City Council Resolution 3900 and 3908 Lake Tahoe Blvd.docx
04 - Purchase and Sale Agreement (Exh. A to City Council and Successor Agency Resos.).pdf
05-Notice of Availability.pdf
06-Novin Letter of Intent.pdf
07-PC Resolution 2023-009 General Plan Consistency Finding.pdf

Regular-New Business

28. Planning Commission Vacancy
Requested Action / Suggested Motions: Pass a Motion to 1) appoint one applicant from the Applicant List to serve the remaining term (expiring 2/2025) on the Planning Commission; or, 2) provide direction to the City Clerk to continue to recruit for this position.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 28- Executive Summary.pdf
01-Staff Report - Planning Commission Vacancy.docx
02-Resignation from the Planning Commission_Redacted.pdf
03-Open Vacancy on the City of South Lake Tahoe Planning Commission.pdf
04-Notice of Solicitation - Boards and Commission.pdf
05-Res 2023-013 City Commission-Boards- Committees.pdf
06-Realo Application.pdf
07-Williams Application.pdf

29. South Lake Tahoe Tourism Improvement District Annual Report for Fiscal Year 2022-2023
Requested Action / Suggested Motions: Receive the FY 2022-2023 Annual Report of the South Lake Tahoe Tourism Improvement District.
Responsible Staff Member(s): Andrew Black, Financial Services Supervisor (530) 542 6016
Item 29- Executive Summary.pdf
01-Staff Report - SLT TID Annual Report.docx
02-Annual Report.pdf
03-2023 SLTTID Annual Audit Report DRAFT.pdf
04-Reso No. 2019-059 SLTTID.pdf

30. Inclusionary Housing Ordinance (First Reading)

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an ordinance amending Title 6 of the South Lake Tahoe City Code by adding Chapter 6.27 (Inclusionary Housing) and refer second reading and adoption to the November 21, 2023 meeting.
Responsible Staff Member(s): Zach Thomas, Interim Director of Development Services
Item 30- Executive Summary.pdf
01-Staff_Report_-_IHO_First_Reading (1).docx
02-Ordinance - Inclusionary Housing.docx

31. Local Tenant Preference Policy for Affordable Housing
Requested Action / Suggested Motions: Pass a Motion providing direction to the City Manager regarding the creation of a local tenant preference policy for affordable housing.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Associate Housing Planner
Item 31- Executive Summary.pdf
01-Staff_Report_-_Potential_Local_Affordable_Housing_Preference_Policy__1_.docx

Agenda Planning Calendar

32. Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joseph Irvin, City Manager
Item 32- Executive Summary.pdf
APC - 11 02 2023.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 November 7, 2023, City Council Special Closed Session was posted and available for review on Thursday, November 2, 2023, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed November 2, 2023
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Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #: 1

Agenda Item: Lake Tahoe Destination Stewardship Plan Presentation

Executive Summary: Lake Tahoeâ€™s communities and economy are rooted in recreation and tourism, touching the lives of all who work, live, and play here. The region has come together to create a shared destination stewardship plan that will balance the needs of the environment, businesses, visitors, and local communities. This new shared strategy will inspire all to take care of Tahoe. This planâ€™s Shared Vision and Strategic Pillars were shaped to align with values that reflect deeply held beliefs of the organizations that formed the partnership that came together to develop this plan. As shown through extensive public engagement which took place during the plan development, these beliefs also are widely held by many in the Tahoe region. These values emerged from public workshops, in-depth interviews, discussion groups, and numerous facilitated conversations with the core planning team.

Requested Action / Suggested Motions: Receive presentation by Devin Middlebrook, Government Affairs Manager - Tahoe Regional Planning Agency, Carol Chaplain, President & CEO - Lake Tahoe Visitors Authority, Amy Berry, CEO - Tahoe Fund and Nettie Perdue, Managing Director of the Destination Stewardship Council regarding the Lake Tahoe Destination Stewardship Plan.

Responsible Staff Member: Joseph D. Irvin, City Manager (530) 542-6043

Attachments:

Destination Stewardship Presentation

LAKE TAHOE DESTINATION STEWARDSHIP PLAN



Tahoe Recreation Trends

$4.5 Billion
Direct Spending in 2022

>$10 billion in total economic impact

2 million
Unique Visitors Spent

17 million
Visitor Days in 2022

26-28% 
nearby urban population growth over next 20 years

- The region's DMO strategic plans point to the intentional shift toward managing for destination stewardship, sustainability, and community wellbeing.

- COVID caused a shift in remote working, increasing shortage of workforce housing. This forced a lot of the workforce out of the Basin and into commuters filling roadways.


Inside: New cell tower to bring signal to Meyers.
FREE
TAHOE
MOUNTAIN NEWS
"Overtourism"


Keep Tahoe poop-free: Protect the environment, pick up after your pets
DAILY DOG


Red Flag Warning


Our fight against aquatic invasive species (Opinion)
News FOLLOW NEWS | August 14, 2020
Joane S. Marchetta
Guest column
NO PARKING NEXT ¼ MILE


PLEASE DON'T LITTER


Lake Tahoe forest officials seeing increase in illegal campfires
News FOLLOW NEWS | July 23, 2020
Lacey Griffo FOLLOW


AT&T M-Cell 7:29 PM
Bruce Toy Jr. ▶ Incline Village
6m ·
Is this acceptable? We didn't think so. After a false alarm call at Secret Cove, the North Lake Tahoe Fire Dept, Engine and Medic 11 crews cleaned all of this up. We all can do better.


TOURISTS GO AWAY


LAKE TAHOE TRASHED

Moving Toward Destination Stewardship



Sustainable Recreation and Tourism Workshop

Key Take-Aways

- Shared vision around the future of tourism for the basin
- Quality over quantity, and value over volume
- Common goals and measures
- A toolkit of how to foster good behavior
- Strategic, targeted, and coordinated messaging
- Better mitigation and management of surges regionally at specific sites
- High-quality user experiences
- Social science and fact-based information to guide decision making
- Strategies on how to help users make the “right choice”
- Support and leverage the experience and exposure of the local business community
- Economic vitality of our local communities


A New Process Begins



Additionally, nearly 200 stakeholders on monthly recreation calls including law enforcement, private businesses, and community groups.

Stakeholder Engagement

1,100+ responses to resident survey

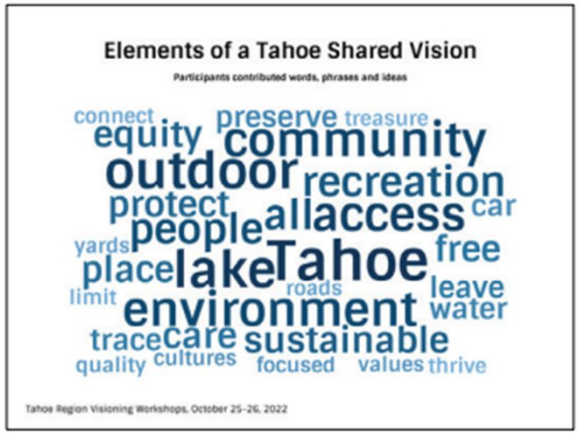
2,300+ responses to visitor survey

30 1:1 interviews

15 discussion groups with 200+ participants

9 workshops with 300+ participants

16+ core team meetings





Resident Survey

4.5 out of 5

Rated quality of life compared with other places in California and Nevada

3.7 out of 5

Agree that tourism and outdoor recreation are critically important to the region's health.

However, very few are seeing how tourism contributes to *their* quality of life.

- Only 21% of residents agree that tourism and recreation support quality of life and a strong sense of community.
- Only 29% of residents agree that the positive benefits of tourism and recreation in the Tahoe region outweigh the negative impacts.

Visitor Survey

88%

Indicated a destination's support of environmental stewardship is at least somewhat important to their choice of that destination.

82%

Say they do their part to keep a destination clean when they visit.

71%

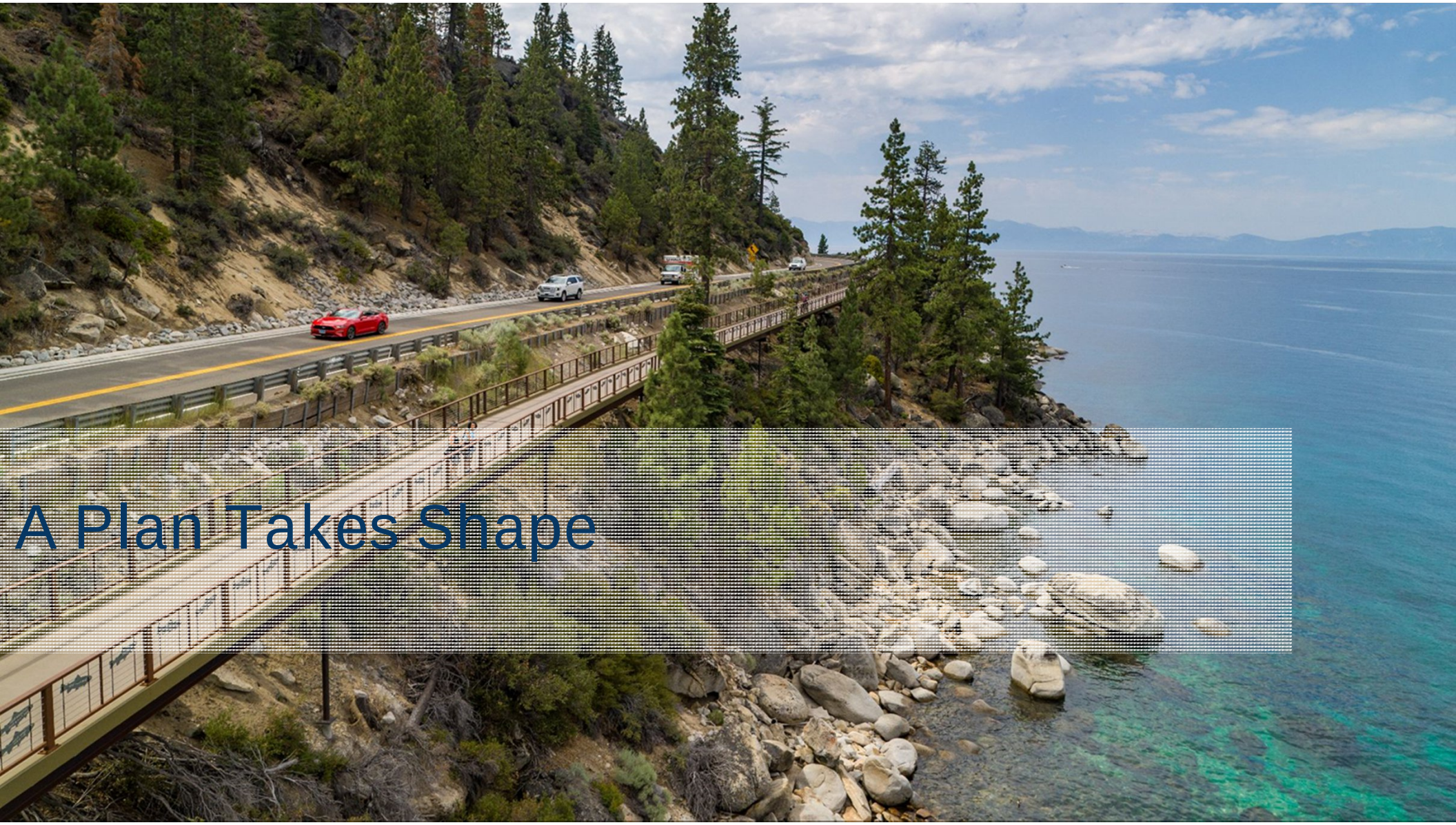
Believe they are mindful and respectful of the natural environment.

42%

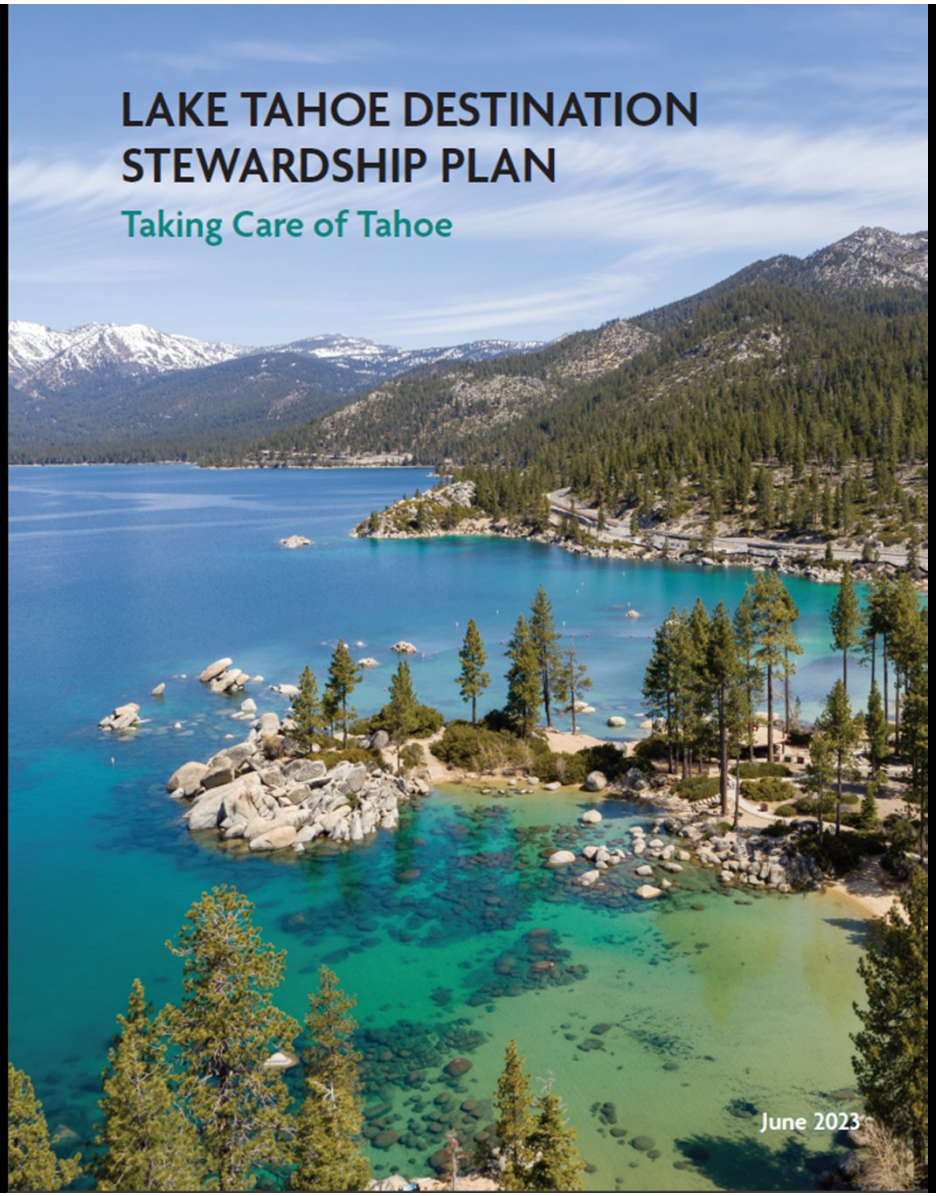
Said the Tahoe Region is doing an excellent job of safeguarding its natural resources.

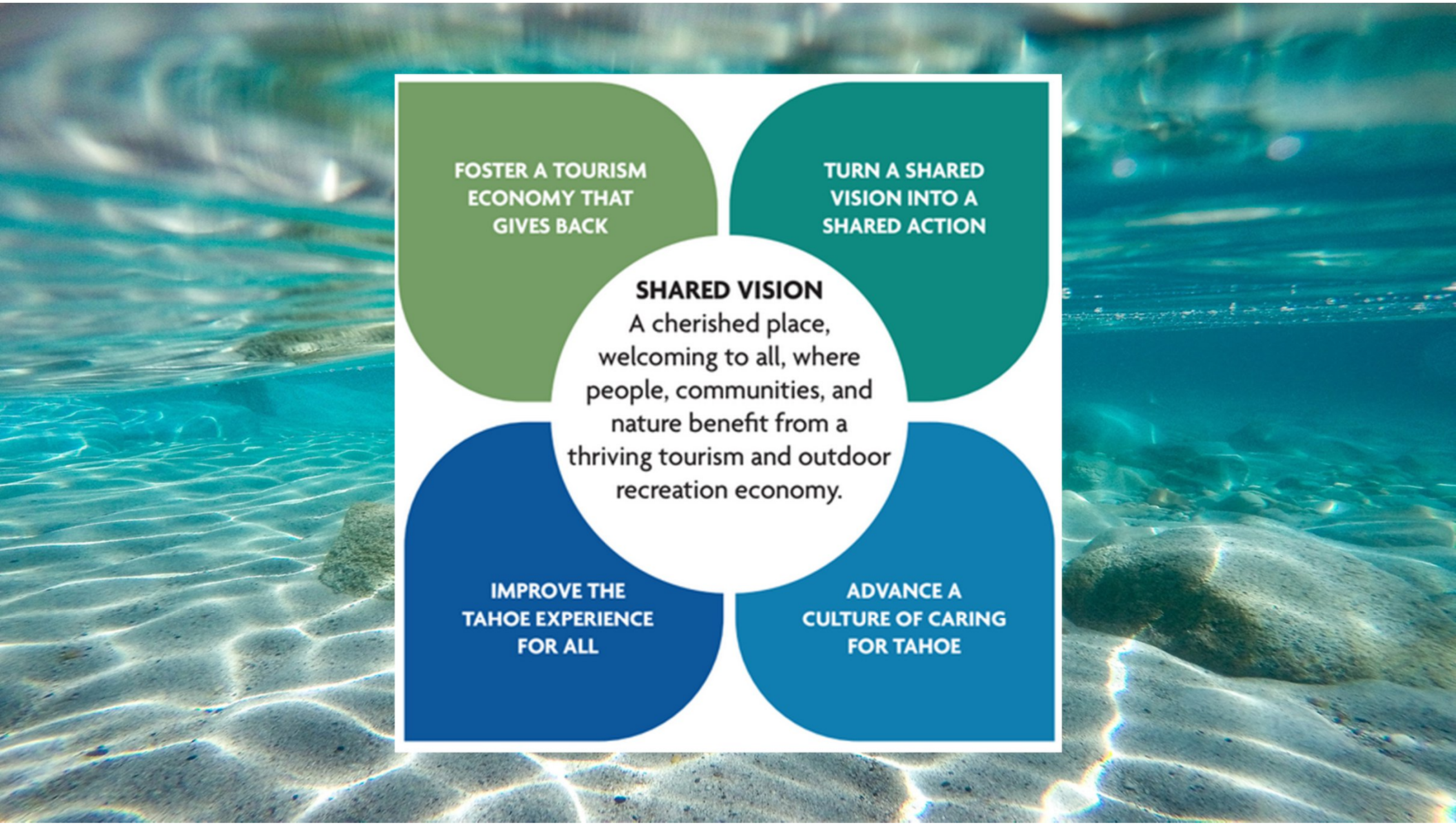
Key Learnings

- Care for Tahoe's environment is the top priority for all stakeholders.
- Tahoe's tourism economy must remain vibrant and strong.
- Stakeholders are seeking substantive actions to address concerns.
- Imperative to create consistent approaches across the region.
- There is much support for a Tahoe that is open, accessible and welcoming for all.
- Many stakeholders see a need for a stronger destination stewardship messaging campaign to raise awareness of how everyone can take better care of Tahoe.



A Plan Takes Shape


LAKE TAHOE DESTINATION
STEWARDSHIP PLAN
Taking Care of Tahoe
June 2023


FOSTER A TOURISM ECONOMY THAT GIVES BACK
TURN A SHARED VISION INTO A SHARED ACTION
SHARED VISION
A cherished place, welcoming to all, where people, communities, and nature benefit from a thriving tourism and outdoor recreation economy.
IMPROVE THE TAHOE EXPERIENCE FOR ALL
ADVANCE A CULTURE OF CARING FOR TAHOE

Immediate Actions - Governance

1. Established a Destination Stewardship Council

2. Build Destination Stewardship Council Capacity
   A. Hired a Managing Director

3. Secure Funding and Other Resources

4. Establish Action Teams and Work Plans

5. Develop and Deploy a Communication Strategy

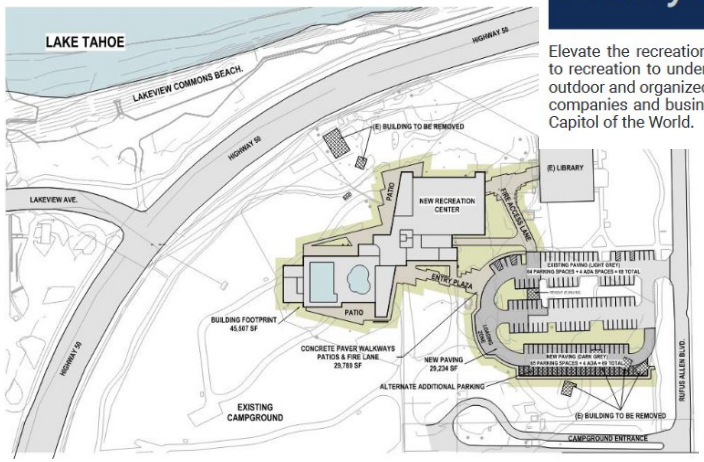


Immediate Actions - Destination Management

- City plastic water bottle ban
- Take Care Ambassadors and City Park Ranger Program
- Increased trash service
- Microtransit on North and South Shores
- Parking enforcement study
- League to Save Lake Tahoe Blue Crews
- Take Care Tahoe – expanded messaging campaigns
- $20 million in North Tahoe Community Alliance grants
- $449,000 in California Tahoe Conservancy grants for equitable access

City as a Leader





CITY OF SOUTH LAKE TAHOE

Strategic Priorities and Goals

Priority 2- Recreation and Equitable Access

Elevate the recreation experience provided by the City to attract visitors and residents. Promote equitable access to recreation to underserved communities. Leverage city recreation assets and the 56-acre development to provide outdoor and organized recreation activities. Use recreation as an economic development tool to attract outdoor based companies and businesses, sporting and outdoor events, and conventions and trade shows to become the Outdoor Capitol of the World.







Shared Funding Commitments

Funding Partners:

- Travel North Tahoe Nevada
- Lake Tahoe Visitors Authority
- North Tahoe Community Alliance
- Tahoe Regional Planning Agency
- Tahoe Fund
- USFS LTBMU
- Nevada Division of Outdoor Recreation
- Visit Truckee Tahoe
- City of South Lake Tahoe
- California Tahoe Conservancy
- RSCVA
- Nevada Division of State Lands (License Plate Grant)
- Washoe County
- El Dorado County
- Tahoe City Marina
- Tahoe Prosperity Center
- RSCVA
- Placer County
- Tahoe Chamber
- Vail Resorts
- Palisades

Destination Stewardship Plan
$215,501

Plan Implementation
$250,000+ over two years
(additional contributions pending)

www.stewardshiptahoe.org

stewardshiptahoe@gmail.com

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:2

Agenda Item: City Council Meeting Minutes

Requested Action / Suggested Motions: Pass a Motion approving the September 26, 2023 Regular City Council meeting minutes. Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk

Attachments:

09 26 2023 City Council Minutes.pdf

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, September 26, 2023 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

Call to Order/Pledge of Allegiance

At 5:31 p.m. Mayor Creegan called the meeting to order. Creegan then led the pledge of allegiance to the flag.

Roll Call

Present were Mayor Creegan, Mayor Pro Tem Bass, and Councilmembers Friedrich, Robbins and Wallace.

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

Closed Session Report – 09 26 2023

1. **Conference with Legal Counsel - Anticipated Litigation. Gov. Code section 54956.9(d)(4) (one case).**
   Action: No reportable action.

2. **Conference with Real Property Negotiators. Gov. Code section 54956.8. Property: Potential acquisition of easements 3707 and 3740 Blackwood Road**
   Action: No reportable action.

3. **Conference with Labor Negotiator Government Code section 54957.6(a)t.**
   Action: No reportable action.

Proclamations

1. **Proclamation Recognizing October 7-14, 2023 as "Fire Prevention Week"**
   Action: Issued a Proclamation to Kim George, Battalion Chief of South Tahoe Fire Rescue, recognizing October 7-14, 2023 as "Fire Prevention Week"

Public Communications

Public Comment was heard from the following people:

1. Lou Perini- Fire Station 3, SB 1383
2. Melissa Sawderson- fire safe communities *written materials distributed
3. Angie Regan, Peace Love Tahoe and Access Tahoe- moment of silence for Suicide Prevention Month

Written Public Communications were received from the following people:

1. Sydney Griffin- Tahoe Conservancy Lands

City Commission and Student Advisory Reports
None.

Consent Agenda
Note: Mayor Creegan recused herself from voting on Item 5 due to real property interest.
Action: Moved/Seconded: Wallace/Friedrich
Yes: Creegan**,** Bass, Friedrich, Robbins and Wallace
Action: Passed Consent Agenda, with noted recusal.

2. City Council Meeting Minutes
Action: Passed **Motion 2023-079** approving the August 22, 2023, and September 12, 2023, meeting minutes.

3. Purchase Agreement with Axon Enterprise, Inc. for Replacement Tasers for Police Department
Action: Passed **Motion 2023-080** authorizing and directing the Mayor to execute a sole source purchase agreement with Axon Enterprise, Inc. **(C-191-2023**) for the purchase of forty-one (41) Taser 7 devices at a cost not to exceed $169,606.07.

4. Participation in the Fire Risk Management Services (FRMS) for City Health and Welfare Benefits
Action: Passed **Resolution 2023-085** authorizing the City Manager to apply and participate in one or more health and welfare benefit programs offered by FRMS for a minimum of three years.

5. Reconciliation of Bond Proceeds and Other Funding for the Recreation Center Construction Project
Action: Passed **Resolution 2023-086** Approving FY 2022-2023 Budget Appropriations Reconciliation of 2023 Series A Bond Proceeds and Other Funding Sources for the Construction of the Multi-Generational Recreation and Aquatics Center and Approving FY 2023-2024 Budget Amendment for Bond Debt Service.

6. Agreement with SoSu TV Corporation for City Council Chamber Audio-Visual Equipment Upgrades
Action: Passed **Resolution 2023-087** authorizing and directing the Mayor to execute a sole source Professional Services Agreement (**C-197-2023)** with SoSu TV for the design, procurement, and installation of audio-visual equipment in the City Council Chamber for $108,416 plus 5% contingency of $4,876 for a total not to exceed amount of $113,292; and authorizing the Director of Finance to make appropriate budget adjustments.

7. Changes to Compensation and Benefits for Unrepresented Employees
Action: Passed **Resolution 2023-088** approving changes to compensation and benefits for un-represented employees, including the elected City Clerk.

8. Memorandum of Understanding (MOU) with the Firefighters' Association
Action: Passed **Resolution 2023-089** approving MOU **(C-198-2023)** with the Firefighters' Association.

Regular-Unfinished Business

9. Potential Revenue Ballot Measures and Expenditure Plans for Housing, Transit, and Snow Removal for the November 2024 Election

Action: Moved/Seconded: Friedrich/Robbins
Yes: Creegan, Bass, Friedrich, Robbins
No: Wallace
Action: Passed **Motion 2023-081** providing direction to City Staff to move forward in discussions with a polling firm to poll the public on a TOT increase of 2% for the general fund and moving to Charter City status with a focus on adding a real estate transfer tax. (Dependent on the charter city subcommittee having a fully formed proposal that is ready to receive polling data)

Public Comment was heard from the following individuals:

1. Jerry Bindel, South Lake Tahoe Lodging Association
2. David Jinkens *written materials distributed
3. Shannon Witt, South Tahoe Association of Realtors
4. Ed Mosur
5. David Peterson
6. Lou Perini
7. Tom Davis
8. Carl Hasty, Tahoe Transportation District
9. Duane Wallace, Tahoe Chamber of Commerce
10. Scott
11. Amelia Richmond, Locals for Affordable Housing
12. David Gregorich
13. Leonard Carter
14. Raymond Suarez, South Shore Transportation Management Association

Written Comment was received from the following:

1. Kathleen Bailey
2. Seth Dallob
3. David Jinkens
4. Terri Jinkens

Regular-New Business

10. Amendments to City Attorney and City Manager Employment Agreements

Action: Moved/Seconded: Robbins/Wallace
Yes: Creegan, Bass, Friedrich, Wallace, Robbins
Action: Passed **Resolution 2023-090** authorizing and directing the Mayor to execute the Amended and Restated City Attorney **(C-200-2023)** and City Manager **(C-199-2023)** Employment Agreements as follows: (1) City Attorney Employment Agreement includes a new six-year term ending on October 2, 2029, and a base salary increase from $193,881 to $215,156; and (2) City Manager Employment Agreement includes a base salary increase from $196,350 to $222,397.

Public Comment was heard from the following people:

1. Scott
2. Ed Mosur
3. Jerry Bindel

11. Employee Housing Bill of Rights

Action: Moved/Seconded: Robbins/Creegan
Yes: Creegan, Bass, Friedrich, Wallace, Robbins
Action: Passed **Motion 2023-082** providing direction to City Staff to create an Employee Housing Bill of Rights Ordinance using the framework listed in the staff report with the additional requirement of a local jurisdiction enforcement through the Department of Housing and Community Development.
Public Comment was heard from the following people:

1. Scott
2. Chad Haze *written materials distributed
3. Ed Mosur

Written Comment was received from the following:

1. Terri Jinkens

At this time, Mayor Pro Tem Bass left the meeting.

12. Registration Authorization - October 2023 Tahoe Science Conference

Action: Moved/Seconded: Friedrich/Creegan
Yes: Creegan, Friedrich, Wallace, Robbins
Absent: Bass
Action: Passed **Motion 2023-083** authorizing the City Clerk to register Councilmember Robbins to attend the October 11-13, 2023, Tahoe Science Conference at a cost of $85.

Agenda Planning Calendar

13. Agenda Planning Calendar

Action: Received and Filed.

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

City Manager Irvin:

1. Energy Services Contract
2. Upcoming 2x2 with Lake Tahoe Unified School District
3. Congratulations to Hilary Roverud for her new position as Assistant City Manager

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

Councilmember Robbins:

1. Attended the League of California Cities Conference
2. Airbnb/VBRO Advertising, Enforcement Discussion (Creegan seconded)
3. ADU Units Pre-approved Designs and Products with no approval requirement Discussion (Friedrich seconded)
4. Onsite consumption agenda item moved forward to Nov. 21 (Friedrich seconded)

Councilmember Friedrich:

1. Upcoming Lake Tahoe Electric Transportation Forum at Lake Tahoe Community College
2. Upcoming Tahoe Regional Planning Agency Governing Board Meeting
3. Congratulations to Hilary Roverud for new position as Assistant City Manager

Mayor Creegan

1. Attended Clean Tahoe Board Meeting
2. Successful Coffee with the Mayor event
3. Attended Al Tahoe Cemetery event
4. Attended ribbon cutting ceremony for the Hilton Vacation Club
5. Upcoming 2x2 with Lake Tahoe Unified School District
6. Upcoming El Dorado County Tabacco Prevention Control Meeting
7. Attended Tahoe Valley Walkathon

Adjournment
At 9:45 p.m. Mayor Creegan adjourned the meeting.

_____ _____
Cristi Creegan, Mayor Date

Attest:

_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:3

Agenda Item: Fiscal Year 2023-2024 Appropriation Limit

Executive Summary: The attached resolution fulfills State requirements that limit the amount of annual appropriations by the City. Proposition 4 passed in 1979 and Proposition 111 passed in 1990, known as the Gann Initiative, established a restriction on the amount of tax revenue that can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year (base year), and is allowed to increase each year based upon the calculation using a percentage change in population as of January 1 of each year in conjunction with a change in the cost of living from previous fiscal year. The fiscal year 2023-2024 appropriations limit is $98,985,642. The Cityâ€™s FY 2023-2024 appropriation subject to the limit from proceeds of taxes is $51,728,333. Therefore, the Cityâ€™s appropriation is under the legal limit by $47,257,309.

Requested Action / Suggested Motions: Pass a Resolution establishing the Appropriation Limit for Fiscal Year 2023-2024 in compliance with Proposition 111 in the amount of $98,985,642.

Responsible Staff Member: Andrew Black, Financial Services Supervisor

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

Attachments:

01-Staff_Report_Appropriations_Limit_2023-2024.docx
02-Resolution - 2023-2024 Appropriations Limit.docx
03-Appropriations Limit 2023 2024 Worksheets.pdf

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

Meeting Date: November 7, 2023

Title: Fiscal Year 2023-2024 Appropriation Limit

Location: Citywide

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

Background: Proposition 4 passed in 1979 and Proposition 111 passed in 1990, known as the Gann Initiative, created a restriction on the amount of revenue which can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year (base year) and is allowed to increase each year based upon the calculation using a percentage change in population as of January 1 of each year in conjunction with a change in the cost of living from previous fiscal year.

Issue and Discussion: Population estimates by the State Department of Finance as of January 1, 2023 indicate -0.86 percent change in the City and -0.43 percent change County-wide (Worksheet 5B). The per capita personal income (cost of living factor) changed by a ratio of 1.0444 from fiscal year 2022-2023. Only revenues referred to as “proceeds of taxes” are restricted by the limit. Proceeds of taxes for fiscal year 2023-2024 are calculated at $53,041,562 (Worksheet 2).

Financial Implications: The fiscal year 2023-2024 appropriations limit is $98,985,642 (Worksheet 4). The City’s appropriation subject to the limit from proceeds of taxes is $51,728,333. Therefore, the City’s appropriation is under the legal limit by $47,257,309.

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

Policy Implications: Consistent with City’s Financial Policies

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Establishing the Appropriations Limit for the Fiscal Year 2023-2024 in Compliance with Proposition 111 in the Amount of $98,985,642

BACKGROUND

A. Article XIIIB of the California Constitution and Section 7910 of the Government Code of the State of California provide that the governing body of each jurisdiction shall by resolution establish its appropriation limit for the following fiscal year.

B. Proposition 111 approved in November 1990 now requires that the limit be calculated using new growth factors.

C. The City Council has reviewed the appropriate growth factors and does hereby choose the population growth within El Dorado County to better reflect the average daily population.

D. The City Council has reviewed the appropriate cost of living factors and does hereby choose the per capita personal income factor.

E. Documentation used in determination of the appropriations limit has been available to the public since September 29, 2023, in the Accounting Division, meeting the required fifteen (15) day period for public inspection as required by law.

F. The City Council of the City of South Lake Tahoe now desires to adopt said appropriations limit.

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

1. Hereby declares that the appropriations limit for the Fiscal Year 2023-2024 in compliance with Proposition 111 is established in the amount of $98,985,642.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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.

APPROPRIATIONS LIMIT 2023-2024

WORKSHEET # 1

	USER FEES	REVENUE BUDGET	DIVISION REVENUE TOTAL	EXPENSE BUDGET
10001730-34180	COPY CHARGES	50		
10001840-34032	IS SERVICES	56,000		
	TOTAL ACCOUNTING		56,050	1,699,703
10003110-34180	COPY CHARGES	50		
10003210-32116	TRANSPORTATION	1,500		
10003210-32120	ENCROACHMENT	160,000		
10003210-32118	OBSTRUCTION	800		
10003210-34135	PARCEL MERGE	6,000		
10003210-34150	ENGINEERING INPECTIONS	500		
10003210-34155	PLAN CHECK	500		
10002240-34230	FIRE PREVENTION SPECIAL INSPECT	20,000		
	TOTAL ENGINEERING		189,350	2,813,978
10003710-34xxx	PLANNING PERMITS	57,400		
	TOTAL PLANNING		57,400	688,875
10002210-34520	SERVICE CHARGES	200		
10002220-34223	FIRE SUPPRESSION FEES	10,000		
10002220-34260	EMS	0	Moved to 236-02262	
10002220-36283	OVERTIME REIMBURS.	100,000		
	TOTAL FIRE DEPARTMENT		110,200	9,485,678
10002110-32114	POLICE PERMITS	300		
10002110-34210	SPECIAL SVC	68,212		
10002110-34211	PD INCIDENTAL	15,000		
10002110-34213	BOOKING FEES	0		
10002150-33206	POST	70,000		
	TOTAL POLICE		153,512	14,569,523
10004105-34xxx	RECREATION ADMINISTRATION	0		
10004110-34xxx	GOLF COURSE	0		
10004130-34xxx	CAMPGROUND	420,000		
10004170-34xxx	PARK MAINTENANCE	67,500		
10004220-34xxx	RECREATION PROGRAMS	175,000		
10004225-34xxx	SPECIAL EVENTS	0		
10004230-34xxx	SENIOR CNTR	4,900		
	TOTAL PARKS & REC		667,400	3,435,422
			Revenues	Expenditures
	TOTAL GENERAL FUND USER FEES		1,233,912	32,693,179

APPROPRIATIONS LIMIT 2023-2024

WORKSHEET # 2

	GENERAL FUND REVENUE (less use of FB)	63,899,840		
	TOTAL GF REVENUES		**63,899,840**	
	TAXES			
Revenue	PROPERTY TAXES	10,850,000		
Summary	SALES TAX	18,664,000		
page	BUSINESS LICENSE	1,785,000		
	TOT Taxes	18,302,562		
31601and 31702	OTHER TAXES	570,000		
	TOTAL TAXES		50,171,562	
	REVENUE FROM STATE			
10001511-33201	Motor Vehicle in lieu	2,772,000	includes 33202	
10001511-33207	Off Highway Vehicles	0		
10001511-33204	HOPTR	78,000		
10001511-33208	MANDATES SB Reimburs.	20,000		
	TOTAL REVENUE FROM STATE		2,870,000	
	PROCEEDS OF TAXES			53,041,562
	NON TAX PROCEEDS			10,858,278
	TOTAL PROCEEDS	63,899,840		
	LESS INTEREST INCOME	300,000		
	NET	63,599,840		

	TOTAL	TAXES	NON-TAX
TOTAL	63,899,840	53,041,562	10,858,278
EXCLUSIONS (WORKSHEET # 7)	1,313,229	1,313,229	
INTEREST	300,000		300,000
NET	62,286,611	51,728,333	10,558,278
PERCENT	100%	83%	17%
ALLOCATION OF INTEREST	300,000	249,147	50,853
ADJUSTED TOTAL	62,586,611	51,977,480	10,609,131

APPROPRIATIONS LIMIT 2023-2024

INTEREST EARNINGS
PRODUCED BY TAXES

WORKSHEET # 3

CITY: South Lake Tahoe
FY: 2023-2024
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	53,041,562	(Worksheet # 2)
B. MINUS EXCLUSIONS	1,313,229	(Worksheet # 7)
C. NET INVESTED TAXES	51,728,333	(A - B)
D. TOTAL NON-INTEREST BUDGET	62,286,611	(Worksheet # 2)
E. TAX PROCEEDS AS PERCENT OF BUDGET	0.83049	(C / D)
F. INTEREST EARNINGS	300,000	Budget or Actual
G. AMOUNT OF INTEREST EARNED FROM TAXES	249,147	(E * F)
H. AMOUNT OF INTEREST EARNED FROM NON-TAXES	50,853	(F - G)

I. Take the result of steps G and H
Copy on to worksheet # 2

APPROPRIATIONS SUBJECT

TO LIMITATION

WORKSHEET # 4

CITY: South Lake Tahoe
FY: 2023-2024
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	53,041,562	(Worksheet # 2)
B. EXCLUSIONS	1,313,229	(Worksheet # 7)
C. APPROPRIATIONS SUBJECT TO LIMITATION	51,728,333	(A - B)
D. CURRENT YEAR LIMIT	98,985,642	(Worksheet # 6)
E. OVER (UNDER) LIMIT	(47,257,309)	(C - D)

WORKSHEET # 5A

May 2023

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$ **INFLATION FACTOR**

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: 1.0444 x 0.9965 = 1.0407

Fiscal Year 2023-24

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
El Dorado				
Placerville	-0.34	10,621	10,585	10,585
South Lake Tahoe	-0.86	20,727	20,548	20,548
Unincorporated	-0.38	158,386	157,790	157,873
County Total	-0.43	189,734	188,923	189,006

$$\frac{-.43 + 100}{100} = .9957 \quad \text{POPULATION FACTOR}$$

POPULATION FACTOR:
The City may adjust its appropriations limit by either the percentage change in the City's own population growth, or the percentage change in the population growth for El Dorado County. The above factor represents the annual percentage change in population for El Dorado County.

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

APPROPRIATIONS LIMIT 2023-2024

WORKSHEET # 6

CITY: South Lake Tahoe
FY: 2023-2024
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. LAST YEAR'S LIMIT (22-23)	95,186,823	
B. ADJUSTMENT FACTORS		
1. Population %	0.9957	(Worksheet # 5B)
2. Inflation %	1.0444	(State Finance (Worksheet # 5A))
Total adjustment %	1.0399	(B1*B2)
C. ANNUAL ADJUSTMENT $	3,798,819	A*((B-1)*1)
D. OTHER ADJUSTMENTS:		
Prior Year Limit Correction (+)	0	
Sub-Total	0	
E. TOTAL ADJUSTMENTS	3,798,819	(C+D)
F. THIS YEAR'S LIMIT (23-24)	98,985,642	(A+E)

APPROPRIATIONS LIMIT 2023-2024

WORKSHEET # 7

EXCLUSIONS

				Budget
FEDERAL MANDATES				
41119	ALL UNEMPLOYMENT INS	52,866		
41128-41129	ALL MEDICARE	308,363		
	TOTAL FEDERAL		361,229	
STATE MANDATES				
10003410-44091	HAZARDOUS WASTE	14,000		
20103510-44091	HAZARDOUS WASTE	2,000		
20703610-44091	HAZARDOUS WASTE	2,000		
	TOTAL HAZ WASTE		18,000	
10002220-41040	FLSA OT (91% OF FIRE OT)	364,000		
20103510-33205	OVERLAY (Gas Tax Funds)	570,000		
	TOTAL STATE		934,000	
	GRAND TOTAL EXCLUSIONS			1,313,229

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:4

Agenda Item: Fiscal Year 2022-2023 Budgeted Funds Re-Appropriations

Executive Summary: The City of South Lake Tahoe Budget Policy provides for the carryover of operating program appropriations if funds are unspent and purchases are not fully received, or services could not be fully completed during the fiscal year. The annual practice of bringing forward this re-appropriation request is intended to keep the City Council and general public fully informed.

Requested Action / Suggested Motions: Pass a Motion to approve re-appropriation of Fiscal Year 2022-2023 budget for purchases and services with unfinished scope of work to Fiscal Year 2023-2024.

Responsible Staff Member: Olga Tikhomirova, Director of Finance

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

Attachments:

01-Staff_Report_Reappropriation_of_FY23_Budget to FY24.docx
02 - Carry Forward to 23-24 tables.pdf

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

Meeting Date: November 7, 2023

Title: **Fiscal Year 2022-2023 Budgeted Funds Re-Appropriation**

Location: Citywide

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

Background: The City of South Lake Tahoe budget policy provides for the carryover of operating program appropriations if funds are unspent and purchases are not fully received, or services could not be fully completed during the fiscal year.

Issue and Discussion: This staff report is to advise City Council of funds that need to be re-appropriated. The listed re-appropriated purchases were either not fully received, or services could not be completed by September 30, 2023, and are still needed in the new fiscal year. The annual practice of brining forward this re-appropriation request is intended to keep the City Council and the general public fully informed. It is consistent with the City Council's adopted budget policies.

Financial Implications: The City of South Lake Tahoe Budget Preparation Policy, adopted by the City Council, provides for the carryover of operating program appropriations:

> *C. Operating Carryover - Operating program appropriations not spent during the fiscal year will not automatically carry-over into the next fiscal year, and shall lapse at year-end. These un-spent appropriations shall be subject to re-appropriation into the subsequent fiscal year, except for long-term projects in progress that are carried forward to the following year and reserved for encumbrances*.

The current fiscal year budget for 2023-2024 will be amended by a total amount of **$216,599,791**. This amount is to pay for obligations, including approved grants and loans, that were budgeted and not fully received or could not be completed in the 2022-2023 fiscal year. Since the obligations were not complete, they have not been invoiced and paid. The large portion of these re-appropriations relate to the new Recreation Center construction project for which appropriations were approved after the FY 2023-2024 budget adoption.

$	64,920	-	General Fund revenue
$	704,959	-	General Fund expenses
$	69,553,307	-	Other Funds revenues
$	146,276,605	-	Other Funds expenses
$	216,599,791	-	Total Re-appropriation

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: Consistent with the City’s Financial Policy - Budget Preparation.

FY 2022-2023 General Fund Budgeted Re-Appropriation

Vendor Name	Account Number	Carryforward Amount	Explanation	PO or Contract
Revenues:				
CIRA	100-01220-36288	$ (28,161)	Adjust to match remaining reimbursement amount	
LTCC Grant	100-04170-33320	58,081	Grant Reimbursement pending	
Dept of Fish and Wildlife grant	100-02210-33229	35,000	Grant Reimbursement pending	
		$ 64,920		
Expenses:				
ID360	100-03110-42025	$ 33,951	Reach Code development	C-043-2022
Sytech	100-03110-42025	14,582	document scanning	C-057-2023
BPR	100-03110-42025	13,253	Building dept contract services	C-189-2022
Bureau Veritas	100-03110-42025	31,446	Building dept contract services	C-190-2022
4Leaf	100-03110-42025	30,372	Building dept contract services	C-191-2022
TBD	100-03110-42025	50,700	Building dept contract services	
Haen Constructors	100-03310-42025	59,724	Project not completed	C-173-2023
Blue Sky Electrical	100-03310-42030	2,865	Project not completed	PO 12786
Southland Mechanical Services	100-03310-42030	5,637	Project not completed	PO 12733
Sierra Valley Electric	100-03310-42030	4,220	Project not completed	PO 12747
Jay Kniep	100-03710-42020	8,688	Planning dept contract services	C-017-2023
4Leaf	100-03710-42020	15,000	Planning dept contract services	C-045-2023
CIRA	100-01220-42020	78,178	CIRA rem. flex spending funds available	
Regulatory Intelligence, Inc	100-01310-42020	5,517	Solar Analysis	C-146-2023
Pending	100-01330-44034	10,000	Reusable water bottles	
HdL	100-01730-46122	34,100	New software	C-158-2023
Omnistruct LLC	100-01840-42020	58,476	IT contract	pending review
Sierra Business Council	100-01951-42020	23,638	GHG Inventory	C-042-2023
CivicWell	100-01951-42020	31,000	CivicSpark	
DTA, other	100-01951-42020	56,718	Project not completed	
Professional Services	100-02110-42020	5,150	Mental Wellness Program CA-072823	
RIMS Mindbase	100-02110-42020	2,675	RIMS Software integration	
Aardvark	100-02120-46110	27,318	Swat vests	PO 12634
Botack Tactical Weapons	100-02120-46110	13,180	Helmets	PO 12784
MobileOne	100-02160-46122	15,000	Equipment for Mobile Emergency Command Vehicle delayed	
RIMS Training Management System	100-02160-46122	10,900	Change order #5	
Unknown	100-02180-42020	5,000	Evidence services pending for homicide	
Lehr	100-02180-42030	9,000	annual contract	
SLOFIST training	100-02180-44050	5,100	training	PO 12806
TBD	100-02210-46110	35,000	Grant reimbursable purchase	
ACCO Engineered Systems	100-03310-45010	4,906	Project not completed	PO 12812
Gunnerson Consulting	100-03710-42020	3,665	Planning dept contract services	C-130-2022
		$ 704,959		

FY 2022-2023 Other Funds Budgeted Re-Appropriation

Vendor Name	Account Number	Carryforward Amount	Explanation	PO or Contract
Revenues:				
PLHA grant	253-06010 36303	$ 250,000	Reimbursement Grant Revenue for staff time	
REAP grans	253-06010-36303	7,500	Reimbursement Grant Revenue for staff time	
California Automated Permit Proce	271-03110-33237	40,000	Grant on reimb basis, approved after budget prepared	
Debt Service Fund	301-60018-36330	56,166,967	Draws from Project Fund with Trustee on reimbursement	
TRCD Grant	215-02230-33320	861,753	Grant on reimb basis, loaded after budget prepared	
Measure P TOT	301-60018-36309	12,227,087	Transfer in/Rec Center Project on as needed basis	
		$ 69,553,307		
Expenses:				
Kodiak	207-03610-43025	$ 71,766	Kodiak repair	Pending
Hardline Equipment	208-03610-46110	1,200,211	Zaugg Snow Blower being built	PO 12672
Hobbs Company	208-03610-46110	28,349	Air compressor welder unit being build for Mobile Van	PO 12738
Pape Group	208-03610-46110	2,168,361	Snow graders being built	PO 12670
TBD	210-03010-46130	78,958	TBD, remaining budget carry forward	
WATTCO	211-02110-46130	31,648	Tahoe upfit	PO 12538
WATTCO	211-02110-46130	27,578	Tahoe upfit	PO 12728
WALKER TELECOMM INC	211-02110-46130	19,321	Radios for new vehicles	PO 12729
AXON ENTERPRISES INC	211-02110-46130	21,733	Axon feel 2 vehicles	PO 12730
AXON ENTERPRISES INC	211-02110-46130	43,465	Axon feel 2 vehicles	PO 12743
WATTCO	211-02110-46130	35,101	K-9 truck build out	PO 12744
LEHR AUTO ELECTRIC	211-02110-46130	64,478	Tahoe build out (2)	PO 12745
WATTCO	211-02110-46130	31,446	Patrol truck build out	PO 12748
TRCD Grant program	215-02230-41020	629,632	Grant Reimbursable expenditures	
TRCD Grant program	215-02230-45010	21,900	Grant Reimbursable expenditures	
TRCD Grant program	215-02230-50001	210,221	Grant Reimbursable expenditures	
TBD	217-04504-44032	3,700	Project selection for remaining budget	
Mesure P TOT	220-04220-50014	12,227,087	Transfer out to Rec Center Construction project on as needed basis	
ACCO Engineered Systems	221-04260-43025	4,422	Project not complete	PO 12811
TAMBA, other	223-02120-44032	47,863	Cannabis Grant awards - 10% and other remaining	
Sosu	224-01330-461*	113,292	Project not completed	C-197-2023
ABC Grant	229-02112-33229	98,136	Grant approved after budget adoption	
ABC Grant	229-02112-4*	98,136		
Zoll Medical Corporation	236-02262-46110	147,000	ALS Cardiac Monitors lease agreement CCM 8/8/2023	C-153-2023
TBD	245-03215-42030	48,000	Stormwater inspection	
Fire Dept Fuel Reduction Crew	245-03215-42030	15,000	Staff time reimbursement	
Alcorn Engineering	245-03215-42030	15,000	Stormwater basin maintenance	
Lahontan Water Board	245-03215-44094	19,000	Invoice not received	
REAP grant (BAE)	250-06024-42020	7,352	Agreement C-060-2022, included in adopted budget	C-060-2022
REAP grant (BAE)	250-06024-50011	7,500	Staff time - transfer out, included in adopted budget	
PLHA grant	250-06024-50011	250,000	Staff time - transfer out	
PlaceWorks	270-03710-42020	45,454	Agreement C-008-2021	C-008-2021
TBD	271-03110-46112	40,000	Online automated platform for code compliance	
Roebellen	301-60018-48030	67,851,097	Rec Center Construction project	C-161-2023
Roebellen	301-60018-48032	3,392,555	Rec Center Construction project	
TBD	301-60018-48033	70,000	Rec Center Construction project	
TBD	301-60018-48035	265,000	Rec Center Construction project	
CentralSquare	301-70008-46122	184,358	Community Plus Upgrade not included in adopted budget	C-157-2023
BNY	401-01910-47020	226,445	Accounting for debt service crosses fiscal years	
Debt Service Fund	401-01910-50014	56,166,967	Transfer out to Project account on reimb basis	
Woopert/Jviation	501-05110-42030	51,311	Hangar Development Amendment #4	C-038-2023
American River Construction	501-05130-43025	60,000	Airfield Striping Project	C-183-2023
ACCO Engineered Systems	501-05130-43025	5,000	Emergency Sump Pump replacement	PO 12791
ACCO Engineered Systems	501-05130-43025	5,000	HVAC work emergency replacement	PO 12794
TBD	501-05130-43025	20,000	Outside Maintenance Help	
Tieslau Paving and Excavating	501-05120-43023	9,900	Custodial Services	PO 12778
ACCO Engineered Systems	501-05120-43025	49,989	HVAC and Bathroom repair	C-184-2023

Tieslau Paving and Excavating	501-05120-43025	5,250	Airport Sidewalk Repair	C-181-2023
Tieslau Paving and Excavating	501-05120-43025	9,995	Sidewalk Repair	PO 12734
Alpine Smith	501-05160-43025	1,499	Reversing fan kit and installation	PO 12760
Walker, TBD	520-05320-48030	31,130	Parking Garage upgrades contracts in progress	
		$ 146,276,605		

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:5

Agenda Item: Custodial Services Agreement with Building Services of CA and NV, LLC, for Bellamy Garage and City Hall/Airport Terminal

Executive Summary: Staff is requesting City Council approve the Agreement with Building Services of CA and NV, LLC for Custodial Services at City Hall/Airport and Bellamy Parking Garage. This custodial contract will provide the necessary routine cleaning and maintenance needed year-round. The total amount of this contract will not exceed $101,580.00 for year one, to be adjusted annually by the Consumer Price Index. This agreement is for a one-year term with four possible one-year extensions.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Custodial Services Agreement with Building Services of CA and NV, LLC, for an amount not to exceed $101,580.00 for the first year, which includes a $5,000.00 contingency.

Responsible Staff Member: John Dickinson, Airport Manager

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

Attachments:

01-Staff Report-Airport Custodial Services
02- Professional Services Ageement with Building Services
03-Bid Building Services.pdf

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

Meeting Date: November 7, 2023

Title: Agreement with Building Services of CA and NV LLC for Custodial Service at City Hall/Airport

Location: City Hall/Airport and Bellamy Parking Garage

Responsible Staff Member: John Dickinson, Airport Manager (530)542-6182

Background: The City issued a Request for Proposal on August 25h 2023, for custodial services for the period of October 17, 2023, to September 30, 2024, with the ability to extend up to four years, at the sole discretion of the City. This service will include cleaning, disinfecting, and entry/exit snow removal of City Hall/Airport and Bellamy Parking Garage. The Project was advertised on Planet Bids. Twenty-three prospective responded to the RFP.

Issue and Discussion: The City is seeking custodial services for the City Hall/Airport and Bellamy Parking Garage, which will provide the necessary routine interior cleaning, and specified building maintenance services for areas that need attention. This will allow Airport Staff and Facility's staff to perform work on the airfield and other needs to meet FAA and City requirements.

City received three bid responses from Tieslau Excavating, Green Pro Service LLC, and Building Services CA and NV LLC. A three member panel evaluated the proposal based on City's procurement policies. Building Services CA and NV LLC was the top-ranked firm with a bid in the year-one amount of $96,580.00 plus $5,000.00 contingency (See Attachment 2). The total break of the contract is below:

- City Hall/Airport Custodial Services: $43,680.00
- Bellamy Parking Garage Custodial Services: $51,150.00
- Snow Removal at Bellamy Parking Garage: $1,750.00
- Contingency: $5,000.00

The combined scores between three (3) panel members are listed below:

Rank	Firm	Cumulative Score
1	Building Services CA and NV LLC	271
2	Tieslau	221
3	Green Pro Services, LLC	202

Financial Implications: The Custodial Contract with Building Services CA and NV LLC will be funded through the Airport Custodial account 501-05120-43023 with available FY 2023/2024 budget of $52,000 and Parking Garage Operations Contract Services account 520-05320-42025 with available FY 2023/2024 budget of $100,000. This contract will not exceed $101,580.00 for the first year.

Environmental Considerations: Execution of this agreement for janitorial services is not a "project" subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity.

Policy Implications: These services will provide the necessary custodial services to keep these two facilities in an acceptable and professional manner.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **17TH** day of **October 2023** by and between the City of South Lake Tahoe, a municipal corporati7on ("City") and **Building Services of CA & NV, LLC. dba: Sunwest** ("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 from **October 17th, 2023, to September 30th, 2024, with the ability to extend up to four (4) additional years, at the sole discretion of the City. This contract will commence on the date the agreement is approved and awarded by City Council. Cost of Years 2 to 5 will be escalated by CPI each year, including optional hourly rates.**

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 **$101,580.00** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date. Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.
City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

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

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

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

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

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

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

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

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance

and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services is 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 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 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 insureds 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 1901 Lisa Maloff Way South Lake Tahoe, CA 96150
If to Consultant:	**Attn:** Alfonzo Juarez, Owner 2560 Fieldcrest Dr. Carson City, NV 89701 **Email**: sunwestca@sbcglobal.net

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 workplace by taking the following actions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By: _____
Cristi Creegan, Mayor

_____
Date

CONSULTANT:

By: _____
Alfonzo Juarez, Owner

_____
Date

Business License #: _____

APPROVED AS TO FORM:

By: _____
City Attorney

_____
Date

ATTEST:

By: _____
City Clerk

_____
Date

Attachments:

Exhibit A	**Janitorial Agreement Scope of Services**
Exhibit B	**Compensation**
Exhibit C	**Anti-Lobbying Certification**
Exhibit D	**Janitorial Services Agreement Cleaning Schedule**
Exhibit E	**Cleaning Area Location Map**
Exhibit F	**Cleaning Equipment Inventory List**
Exhibit G	**Displaced Janitor Opportunity Act**
Exhibit H	**Payment and Performance Bonds**
Exhibit I	**Proof of Insurance Certificate Documents**
Exhibit J	**Prevailing Wage**

EXHIBIT A

SCOPE OF SERVICES

Re: D. Scope of Work/Implementation

The Building Services Owner did a walkthrough of the airport. It was observed that the bathrooms and public areas need an initial deep cleaning, to bring the airport to the standards the city desires. We are fully committed to doing this initial deep cleaning and maintaining this quality standard throughout the contract period.

Our initial cleaning of the airport will involve deep cleaning of the bathrooms, including walls and edges. Outside of terminal remove cobwebs and clean garbage cans, ashtrays at entry ways.

Upon award of this project, we will assign two employees on rotating schedules to clean the airport terminal and city hall offices. Our working hours will be Monday through Friday 1:00 p.m. to 2:30 p.m. and 8:30 p.m. to 11 p.m., and Saturday and Sunday 7 a.m. to 8 a.m. and 1:00 p.m. to 2:00 p.m. The owner will periodically check work.

If an assigned employee is unavailable, we have more than enough employees to cover the schedule. If this happens to be the supervisor, Alfonso Juarez, the owner will oversee the job.

The employees on this project will do the initial cleaning under direct supervision of our owner or supervisor at both locations. We do this to ensure the employees have a complete understanding of your specific needs.

Upon award of this project, multiple employees on rotating schedules will clean the Bellamy Garage. We will do a thorough cleaning at the onset of this contract, which is much needed. At a minimum a complete walkthrough twice a day to address all the items laid out in the RFP. The owner is also on site at the Village 5 days a week and can address anything on an emergency basis immediately.

The costs as provided in the project budget include Payroll, insurance, bonds, cleaning supplies, and initial deep cleaning of airport. We will be ready to start immediately upon execution of contract. The airport and garage will be cleaned 7 days a week and meet or exceed City requirements.

Re: E. Project Budget

Our estimator broke out the scope of work and determined how many hours were necessary each day, to attain the quality standard you are looking for, in the cleaning of the Airport Terminal/City Hall and the City Garage on Bellamy.

The schedules as provided under D shows that work will be done 7 days a week. We will be utilizing 2 staff members for the airport/city hall and multiple staff for the garage cleaning and for snow removal at garage.

Please see schedules for cleaning details and days of cleaning.

Airport/City Hall Monthly Cost	$3640.00
Bellamy Garage Monthly Cost	$4262.50
Bellamy Garage Snow Removal	$350.00
Hourly Rate for Optional Services	$35.00

Total Annual Not to Exceed Cost for Airport City Hall with Scope of Services Provided:
$43,680.00

Total Annual Not to Exceed Cost for City Parking Garage with Scope of Services Provided:
$51,150

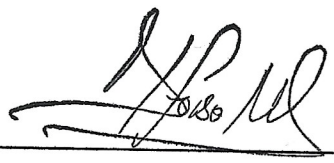
Total Annual Not to Exceed Cost for Garage Snow Removal with Scope of Services Provided: Based on 5 months because of 22/23 winter. Likely will be less.
$1750.00

PROPOSAL PRICING

The undersigned, having become completely familiar with all conditions and specifications affecting this invitation to Proposal as outlined in the proposal SCOPE OF WORK and all other proposal documents attached hereto and incorporated as part of this contract, submit the following proposal:

CITY BUILDING NAME & LOCATION	MONTHLY TOTAL
AIRPORT & CITY HALL 1901 Lisa Maloff Way	$3640.00
CITY PARKING GARAGE JANITORAL 1 Bellamy Court	$4262.50
CITY PARKING GARAGE SNOW REMOVAL 1 Bellamy Court	$350
HOURLY RATE FOR OPTIONAL SERVICES	$35

Cost for Years 2 to 5 will be escalated by CPI each year, including optional hourly rates and therefore, no additional compensation will be allowed. The undersigned has carefully checked all the above figures and understands that the City Council and the City of South Lake Tahoe will not be responsible for any errors or omissions on the part of the undersigned in making this proposal.



Signature

Building Services of CA & NV, LLC
Sun West

Company Name

Alfonso Juarez
Printed Name

309976
Business License Number

Owner/Managing Member
Title

9/18/2023
Date

WORKER'S COMPENSTATION CERTIFICATION

City Parking Garage, City Hall/Airport Terminal Janitorial Contract

Proposal No.: 2023-08-21

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.

By securing from the Director of Industrial Relations a certificate on consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 9/18/2023

CONTRACTOR'S SIGNATURE:

Signature

Alfonso Juarez

Name

Owner/Partner/Managing Member

Title

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

EXHIBIT B

COMPENSATION

BUDGET	
Site	**Estimate**
Airport/City Hall	$43,680
Bellamy Garage	$51, 150
Bellamy Garage Snow Removal	$1750
Contingency	$5000
Hourly Rate for Optional Services	$35.00/hr

Total (Not to Exceed): $101,580.00

SPECIAL CLEANINGS:

AT THE REQUEST OF THE AIRPORT MANAGER THIS CONTRACT CONTAINS BI-ANNUAL BATHROOM DEEP CLEANING FEE $1,000.00 PER CLEANING. THIS PRICE REFLECTS CLEANING AIRPORT TERMINAL BUILDING/CITY HALL MAIN LEVEL RESTROOMS AND LOWER-LEVEL RESTROOMS TWICE OVER CONTRACT PERIOD.

TOTAL ANNUAL FIXED PRICE:

$2,000.00 starting October 17th, 2023, through September 30, 2024

Notes: Billing to be invoiced Monthly on the 1st of the month starting the 1st of November 2023

The City reserves the right to amend the contract scope *of work at any time during the contract period to respond to the evolving COVID-19 Pandemic. This includes increasing the* scope *of work, changing cleaning schedules,* or *conversely reducing the* scope *of work depending on conditions and/or recommendation from Federal, State* or *County Public Health officials.*

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:

By: _____ **Date:** _____

Alfonso Juarez

_____ _____

EXHIBIT D

CUSTODIAL SERVICES
FOR
LAKE TAHOE AIRPORT TERMINAL/CITY HALL
AND
BELLAMY GARAGE
CLEANING SCHEDULE

Re: D. Proposed Schedule Airport/City Hall

Area to Clean	SUN	MON	TUES	WED	THURS	FRI	SAT
Cleaning all public restrooms inside the terminal, to include mopping floors, cleaning and sanitizing all restroom fixtures, stocking all paper projects, emptying trash cans, cleaning mirrors, and stocking air fresheners	X	X	X	X	X	X	X
Wipe down chairs in public waiting areas			X				
Emptying all trash bags within receptacles inside and outside terminal	X	X	X	X	X	X	X
Wiping down all trash receptacles in terminal building		X		X		X	
Cleaning trash receptacles located inside and outside the terminal building				X			
Spot clean street level floors, glass surfaces in terminal entry ways, and all public areas of the terminal/city hall to remove salt, dust, and grime from any surface in public areas and restrooms		X	X	X	X	X	
Thoroughly cleaning ground-level glass surfaces in terminal building, entryways, concession space, security checkpoint, and passenger waiting areas in the terminal building				X			
Vacuum all carpeted areas inside the terminal building. (More days as needed)			X		X		
Sweep and mop all public area floors inside the terminal building. (Winter months will be more often due to snow, snowmelt etc).			X		X		
Empty Cigarette cans located outside the terminal building	X	X	X	X	X	X	X
Dusting all surfaces and fixtures inside the airport terminal			X		X		
Clean restroom in Hangar 12	X	X		X		X	X
Cleaning City Administrative Offices on both upper and lower levels, to include vacuuming, emptying all office trash cans			X		X		
Cleaning all office area public restrooms, to include mopping, cleaning, and sanitizing all restroom fixtures, stocking all paper products, cleaning office glass surfaces			X		X		

* Clean light fixtures of dead bugs in all areas (upon request, approx twice per year)

Re: D. Proposed Schedule Bellamy Garage

Area to Clean	SUN	MON	TUES	WED	THUR	FRI	SAT
Provide a minimum of two (2) complete walkthroughs of all Garage Floors, Elevator, Stairs, etc., to perform the following services: Sweep and remove the trash. Wipe down stairwell doors/handles. Clean and sanitize touch surfaces, including the elevator cabin, 4th-floor foyer, glasshouse at the top of the west stairs, etc. Fill and clean sanitizer dispensers adjacent to each kiosk and stairwell access. Remove and dispose of any broken glass or debris from the garage flooring.	X	X	X	X	X	X	X
Pressure wash stairways, around pedestrian pathways at least **once per week, or as necessary** to clean stains or other undesirable materials. Note that during winter months ice may form and the Contractor shall mitigate, and put-up caution signs as required due to conditions.							
Check and clear stairwells before the end of the shift to clear any person sleeping or loitering in the parking garage by calling the CSO officer.	X	X	X	X	X	X	X
Remove graffiti in the parking garage, stairways, etc., **within 48 hours of notification.** In the case of "obscene or hate messages", the contractor must remove the graffiti **as soon as possible**, when notified by the city.							
Snow Removal operation in front of the Parking Garage, along the Bellamy Court sidewalk, and one lane at the entrance and exit to the Garage on Bellamy Court. The snow removal shall be performed when there are more than 3-inches of snow daily as required during the winter season, including holidays and weekends.							

EXHIBIT E

Location of Areas that Require Custodial Services under this Contract

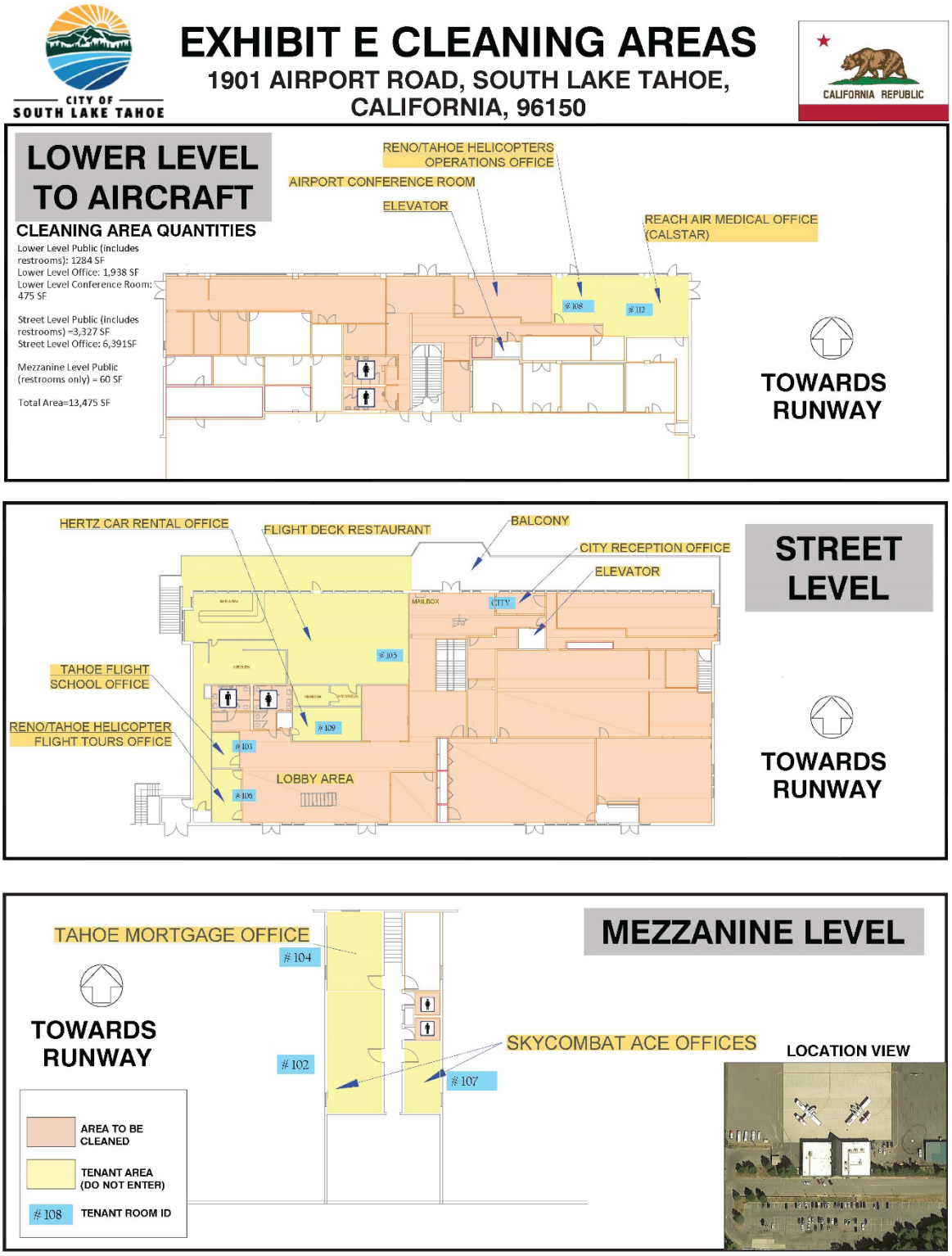


EXHIBIT F

Janitor Equipment List Supplied By
City of South Lake Tahoe

Quantity	Item	Condition
2	Mops and Mop Buckets	Good
2	Small Brooms & Dust Pans	Good
1	Commercial Upright Vacuum Clean	Good
2	Handheld Vacuum	Good
1	Window Washer w/Squeegee	Good
1	Push Dust Broom	Fair
1	Small Squeegee	Good

EXHIBIT G

DISPLACED JANITOR OPPORTUNITY ACT

California Labor Code

Division 2 Employment Regulation and Supervision
Part 3 Privileges and Immunities
Chapter 4.5 Displaced Janitor Opportunity Act

Sections 1060-1065

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the

termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid,
that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

EXHIBIT G

JANITORIAL SERVICES BOND REQUIREMENTS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE AGENT OR BROKER TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARENT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

A. JANITORIAL FIDELITY BOND: Before execution of any Contract entered into by the City, the Contractor shall file with the City, a Janitorial Fidelity Bond. The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (minimum of $5,000 per occurrence) if awarded the contract. Said bond must be furnished to the City within ten (10) days after notification of award. Such bond shall either name the City as the insured oblige or include an endorsement naming the City as an additional oblige and providing for customary property coverage in favor of the City. If the Contractor does business as an individual, such Blanket Fidelity Bond shall cover himself or herself also as an individual as a protection to the City.

B. UNSATISFACTORY SURETIES: Should any Surety at any time be deemed unsatisfactory by the City notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City.

C. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY: Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

D. INSUFFICIENCY OF THE BONDS: Should any bond(s) required under this section become insufficient, the Contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the City of the bond's insufficiency.

E. PROCUREMENT OF BONDS:

1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of The United

States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", current on the date of the notice of award.

2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the City.

F. ATTORNEY-IN-FACT: The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the Surety Company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

G. HOW BONDS ARE TO BE PAYABLE: All bonds shall be made payable to the City of South Lake Tahoe.

H. SIGNATURES REQUIRED ON BONDS:
1. Each bond required under this section shall incorporate, by reference, the Contract and be signed by both the bidder and the Surety.

2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

I. COST OF BOND ACQUISITION:
1. The bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.

2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 69276914

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify James and Millie Russ dba Sunwest Building Services of California of P. O. BOX 9027, SOUTH LAKE TAHOE, CA 96158 (the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being TEN THOUSAND AND NO/100 DOLLARS ($ $10,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 03 day of January, 2002, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS ($100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

Form 1375-2-97

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Obligee or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 12. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS - NOTICE - PROOF - LEGAL PROCEEDINGS:

SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

TEMPORARY EMPLOYEES:

SECTION 14. The Obligee shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Obligee. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

EXCLUSIONS:

SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

a. The Obligee's inability to realize income that would have been realized had there been no loss covered by this bond.
b. Payment of damages of any type for which the Obligee is legally liable. Compensatory damages arising directly from a covered loss will be paid.
c. Payment of costs, fees, or other expenses incurred by the Obligee in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action.

OTHER INSURANCE:

SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED January 14, 2002

WESTERN SURETY COMPANY

By Stephen T. Pate
President

Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed to read:
Building Services of CA and NV, LLC dba Sunwest

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 20th day of January, 2017, at twelve and one minute o'clock a.m., standard

Attached to and forming part of Bond No. 69276914 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

Building Services of CA and NV, LLC dba Sunwest

Signed this 20th day of January, 2017.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

Form 128-1-2015

EXHIBIT I

COPY OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2023

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: Veronica Murguia	
Ferguson-Leavitt Insurance 1662 US Highway 395 N. Ste 101 Lic # 1028838 Minden NV 89423	PHONE (A/C, No, Ext): (775) 782-5489	FAX (A/C, No): (775) 782-3630
	E-MAIL ADDRESS: veronica-murguia@leavitt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurance Company of the West	27847
INSURED Building Services of CA & NV LLC DBA: Sun West PO Box 9027 South Lake Tahoe CA 96158	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WSA506133202	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

Proof of Insurance

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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EXHIBIT J

Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements of the California Labor Code, including, without limitation, all requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§ 1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

Pursuant to the provisions of California Labor Code Section 1773.2, Consultant is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the City's office. Consultant agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to the provisions of California Labor Code Section 1813, Consultant or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the respective Consultant or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

Building Services of CA & NV, LLC
dba: Sun West
P.O. Box 9027
S. Lake Tahoe, CA 96158
775-434-7084
sunwestca@sbcglobal.net

September 18, 2023

Lake Tahoe Airport
Attn: Anush Nejad, Director of Public Works
Custodial Services RFP #2023-08-25
1901 Airport Road, Suite 100
South Lake Tahoe CA, 96150

Re: A. Cover Letter

We appreciate the opportunity to bid on your Custodial Services Proposal RFP #2023-08-25 This bid shall remain valid for a period not less than 120 calendar days from date of submittal.

Building Services has two physical office locations.
2560 Fieldcrest Dr Carson City, NV 89701
4100 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
Phone: 775-434-7084

The Mailing Address is:
Building Services of CA & NV, LLC
P.O. Box 9027
S. Lake Tahoe, CA 96158

Contact Person:
Yvette Barrett, Executive Administrator
2560 Fieldcrest Dr
Carson City, NV 89701
775-790-5589

Alfonzo Juarez
Owner

VENDOR IDENTIFICATION

City Parking Garage/Airport/City Hall Janitorial Services

Legal name of Vendor: Building Services of CA & NV, LLC

Street Address: CA Office 4100 Lake Tahoe Blvd S Lake Tahoe, CA 96150
NV Office 2560 Fieldcrest Dr Carson City, NV 89701

Mailing Address: PO BOX 9027 S Lake Tahoe, CA 96158

Business Telephone: 775-434-7084

Facsimile Telephone:

Type of Business: Janitorial

☐ Sole Proprietor ☐ Partnership X Corporation

Other: LLC

If corporation, indicate State where incorporated:
CA & NV

Business License number issued by the City Number: 309976
Federal Tax Identification Number:
81-4795680

Re: B. Executive Summary

We pride ourselves on quality and service. With a service company such as ours, you will not have to worry about the problems sometimes involved with janitorial maintenance. We are prepared to go the extra mile and perform at 110%. Building Services all manpower, some equipment, and insurance to complete the job effectively and efficiently.

Our staff has met several times now to discuss this proposal and the requirements. We have staff available to dedicate themselves to your building and are prepared to start immediately, upon award of bid, and signature of contracts.

We plan to strictly adhere to the cleaning requirements as provided within this proposal in the cleaning schedule and will additionally identify any other areas of concern and address them as well. We currently clean many public facilities and have the experience to clean the Airport and Bellamy Garage facilities to the highest standards. Approximately 80% of our staff has been employed with us for more than 5 years. Staff are trained, and retrained when new practices are put in place.

One of the owners attended the walkthrough, and he has a full understanding of the work to be performed. An owner will perform initial cleaning with staff to train them in your facility requirements. Along with assigned staff, the owner will be doing periodic checks on the facility to ensure it is always up to our standards.

Re: C. Company History, Background and Experience

We have been actively serving the Lake Tahoe Basin and Carson Valley for 48 years. We have an office at Heavenly Village and an office in Carson City, NV. We are a small corporation and currently have 29 employees on staff. We manage our company at the executive level and have a full-time Executive Administrator to address any concerns you might have.

Our company maintains Worker's compensation and property damage coverage as provided for in Nevada and California. Our liability insurance is $2,000,000.00 and all our employees are bonded in the amount of $10,000.00. We hold all the appropriate Federal, State, County and City licenses.

We have previously held the custodial service contract for the Airport & City Hall Offices and the City Parking Garage on Bellamy. We have done snow removal at the garage and all throughout Heavenly Village for many years. We have a clear and thorough understanding of the RFP, and we know the Airport and Bellamy Garage well. We have looked through the RFP at all the services you require for daily, weekly, and bi-yearly service. We can assure you we have qualified staff to accomplish all the requirements.

We currently work in several locations throughout the city. We provide Snow removal, janitorial services and landscaping for Heavenly Village at Stateline and have for 18 years. We also previously provided the cleaning of the City Parking Garage on Bellamy at Heavenly Village for the City of S Lake Tahoe.

We provide janitorial services to several businesses located in the Village, Including the Cinema at the Village, Marriott, Chateau, Azul and more.

We provide janitorial services to two El Dorado County Building locations, Nevada Gaming, Sierra Lutheran High School, Smart & Final, FBI office, East Fork Fire offices, and many more.

Re: D. Scope of Work/Implementation

The Building Services Owner did a walkthrough of the airport. It was observed that the bathrooms and public areas need an initial deep cleaning, to bring the airport to the standards the city desires. We are fully committed to doing this initial deep cleaning and maintaining this quality standard throughout the contract period.

Our initial cleaning of the airport will involve deep cleaning of the bathrooms, including walls and edges. Outside of terminal remove cobwebs and clean garbage cans, ashtrays at entry ways.

Upon award of this project, we will assign two employees on rotating schedules to clean the airport terminal and city hall offices. Our working hours will be Monday through Friday 1:00 p.m. to 2:30 p.m. and 8:30 p.m. to 11 p.m., and Saturday and Sunday 7 a.m. to 8 a.m. and 1:00 p.m. to 2:00 p.m. The owner will periodically check work.

If an assigned employee is unavailable, we have more than enough employees to cover the schedule. If this happens to be the supervisor, Alfonso Juarez, the owner will oversee the job.

The employees on this project will do the initial cleaning under direct supervision of our owner or supervisor at both locations. We do this to ensure the employees have a complete understanding of your specific needs.

Upon award of this project, multiple employees on rotating schedules will clean the Bellamy Garage. We will do a thorough cleaning at the onset of this contract, which is much needed. At a minimum a complete walkthrough twice a day to address all the items laid out in the RFP. The owner is also on site at the Village 5 days a week and can address anything on an emergency basis immediately.

The costs as provided in the project budget include Payroll, insurance, bonds, cleaning supplies, and initial deep cleaning of airport. We will be ready to start immediately upon execution of contract. The airport and garage will be cleaned 7 days a week and meet or exceed City requirements.

Re: D. Proposed Schedule Airport/City Hall

Area to Clean	SUN	MON	TUES	WED	THURS	FRI	SAT
Cleaning all public restrooms inside the terminal, to include mopping floors, cleaning and sanitizing all restroom fixtures, stocking all paper projects, emptying trash cans, cleaning mirrors, and stocking air fresheners	X	X	X	X	X	X	X
Wipe down chairs in public waiting areas			X				
Emptying all trash bags within receptacles inside and outside terminal	X	X	X	X	X	X	X
Wiping down all trash receptacles in terminal building		X		X		X	
Cleaning trash receptacles located inside and outside the terminal building				X			
Spot clean street level floors, glass surfaces in terminal entry ways, and all public areas of the terminal/city hall to remove salt, dust, and grime from any surface in public areas and restrooms		X	X	X	X	X	
Thoroughly cleaning ground-level glass surfaces in terminal building, entryways, concession space, security checkpoint, and passenger waiting areas in the terminal building				X			
Vacuum all carpeted areas inside the terminal building. (More days as needed)			X		X		
Sweep and mop all public area floors inside the terminal building. (Winter months will be more often due to snow, snowmelt etc).			X		X		
Empty Cigarette cans located outside the terminal building	X	X	X	X	X	X	X
Dusting all surfaces and fixtures inside the airport terminal			X		X		
Clean restroom in Hangar 12	X	X		X		X	X
Cleaning City Administrative Offices on both upper and lower levels, to include vacuuming, emptying all office trash cans			X		X		
Cleaning all office area public restrooms, to include mopping, cleaning, and sanitizing all restroom fixtures, stocking all paper products, cleaning office glass surfaces			X		X		

* Clean light fixtures of dead bugs in all areas (upon request, approx twice per year)

Re: D. Proposed Schedule Bellamy Garage

Area to Clean	SUN	MON	TUES	WED	THUR	FRI	SAT
Provide a minimum of two (2) complete walkthroughs of all Garage Floors, Elevator, Stairs, etc., to perform the following services: Sweep and remove the trash. Wipe down stairwell doors/handles. Clean and sanitize touch surfaces, including the elevator cabin, 4th-floor foyer, glasshouse at the top of the west stairs, etc. Fill and clean sanitizer dispensers adjacent to each kiosk and stairwell access. Remove and dispose of any broken glass or debris from the garage flooring.	X	X	X	X	X	X	X
Pressure wash stairways, around pedestrian pathways at least **once per week, or as necessary** to clean stains or other undesirable materials. Note that during winter months ice may form and the Contractor shall mitigate, and put-up caution signs as required due to conditions.							
Check and clear stairwells before the end of the shift to clear any person sleeping or loitering in the parking garage by calling the CSO officer.	X	X	X	X	X	X	X
Remove graffiti in the parking garage, stairways, etc., **within 48 hours of notification.** In the case of "obscene or hate messages", the contractor must remove the graffiti **as soon as possible**, when notified by the city.							
Snow Removal operation in front of the Parking Garage, along the Bellamy Court sidewalk, and one lane at the entrance and exit to the Garage on Bellamy Court. The snow removal shall be performed when there are more than 3-inches of snow daily as required during the winter season, including holidays and weekends.							

Re: E. Project Budget

Our estimator broke out the scope of work and determined how many hours were necessary each day, to attain the quality standard you are looking for, in the cleaning of the Airport Terminal/City Hall and the City Garage on Bellamy.

The schedules as provided under D shows that work will be done 7 days a week. We will be utilizing 2 staff members for the airport/city hall and multiple staff for the garage cleaning and for snow removal at garage.

Please see schedules for cleaning details and days of cleaning.

Airport/City Hall Monthly Cost	$3640.00
Bellamy Garage Monthly Cost	$4262.50
Bellamy Garage Snow Removal	$350.00
Hourly Rate for Optional Services	$35.00

Total Annual Not to Exceed Cost for Airport City Hall with Scope of Services Provided:
$43,680.00

Total Annual Not to Exceed Cost for City Parking Garage with Scope of Services Provided:
$51,150

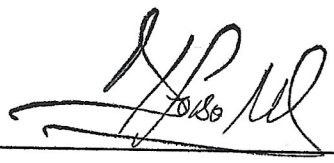
Total Annual Not to Exceed Cost for Garage Snow Removal with Scope of Services Provided: Based on 5 months because of 22/23 winter. Likely will be less.
$1750.00

PROPOSAL PRICING

The undersigned, having become completely familiar with all conditions and specifications affecting this invitation to Proposal as outlined in the proposal SCOPE OF WORK and all other proposal documents attached hereto and incorporated as part of this contract, submit the following proposal:

CITY BUILDING NAME & LOCATION	MONTHLY TOTAL
AIRPORT & CITY HALL 1901 Lisa Maloff Way	$3640.00
CITY PARKING GARAGE JANITORAL 1 Bellamy Court	$4262.50
CITY PARKING GARAGE SNOW REMOVAL 1 Bellamy Court	$350
HOURLY RATE FOR OPTIONAL SERVICES	$35

Cost for Years 2 to 5 will be escalated by CPI each year, including optional hourly rates and therefore, no additional compensation will be allowed. The undersigned has carefully checked all the above figures and understands that the City Council and the City of South Lake Tahoe will not be responsible for any errors or omissions on the part of the undersigned in making this proposal.



Signature

Building Services of CA & NV, LLC
Sun West

Company Name

Alfonso Juarez

Printed Name

309976

Business License Number

Owner/Managing Member

Title

9/18/2023

Date

Re: F. Description of Recent Projects and References

1. Heavenly Village:
   We provide janitorial and landscaping duties for Heavenly Village, approximately 50,000 square feet. We have been doing this for several years. We clean and maintain the restrooms, walkways, lawns, shrubs, flowers etc throughout the village. We pressure wash and do snow removal on sidewalks as needed. We report any area that may need improvements to the owners of the property.

Reference: Gary Casteel 775-720-1529

2. The Chateau
   We clean all outside areas of the Chateau. We also empty the garbage and clean garbage areas. We pressure wash and do snow removal on sidewalks as needed. We report any area that may need improvements to the owners of the property.

Reference: Darrel Lowe 916-893-9999

3. TSI Investments:
   We clean and maintain areas of the Cinema, Grand Resorts Center, and the Ice Rink for TSI. We pressure wash and do snow removal as needed. We repair whatever we can, and we report any area that may need improvement to the owners of the property.

Reference: Gary Casteel 775-720-1529

4. El Dorado County:
   We clean the DOT Building including bathrooms on Shakori and we also clean the Building Department and bathrooms on Emerald Bay road and have for several years.

Reference: Ashley Johnson 530-642-4925

List three references below; commercial businesses are preferable:

Name of Business:	TSI	
Address:	P.O. Box 1047 Minden, NV 89423	
Dates of Service:	10/2012 to Ongoing	
Description of Service:	Clean and maintain Heavenly Village Cinema, Ice Rink etc	
Contact Person	Gary Casteel	Phone #775-720-1529

Name of Business:	Padma	
Address:	P.O. Box 1968 Zephyr Cove, NV 89448	
Dates of Service:	10/2012 to Ongoing	
Description of Service:	Janitorial & Landscape Services for Heavenly Village	
Contact Person: Contact Person:	Kate Beer Gary Casteel	Phone #775-588-4827 Phone#775-720-1529

Name of Business:	Chateau/Imperial Blue Tahoe Holding	
Address:	2221 Olympic Blvd. Walnut Creek, CA 94595	
Dates of Service:	8/2014 to Ongoing	
Description of Service:	Janitorial Services for the Chateau Property in Tahoe	
Contact Person:	Darrell Lowe	Phone #916-893-9999

NON-COLLUSION AFFIDAVIT
NON-COLLUSION DECLARATION TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL"

In accordance with Title 23 of the United States Code Section 112 and Public Contract Code Section 7106, Vendor shall include with its proposal the following declaration signed under penalty of perjury:

"The undersigned declares:

I am the Partner/Managing Member of Building Services of CA & NV, LLC the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham bid. The vendor has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham bid, or to refrain from bidding. The vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the vendor or any other vendor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other vendor. All statements contained in the bid are true. The vendor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the vendor.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/18/2023 [DATE], at S Lake Tahoe [CITY], CA [STATE]."

By my signature which is placed below on behalf of the named Vendor, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Vendor, and that the foregoing declaration is accurate, true and correct.

Date: 9/18/2023 Vendor's Signature:



Vendor's Name and Title (Print):
Alfonso Juarez
Owner/Partner/ Managing Member

WORKER'S COMPENSTATION CERTIFICATION

City Parking Garage, City Hall/Airport Terminal Janitorial Contract

Proposal No.: 2023-08-21

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.

By securing from the Director of Industrial Relations a certificate on consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 9/18/2023

CONTRACTOR'S SIGNATURE:

Signature

Alfonso Juarez
Name

Owner/Partner/Managing Member
Title

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2023

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: Veronica Murguia
Ferguson-Leavitt Insurance 1662 US Highway 395 N. Ste 101 Lic # 1028838 Minden NV 89423	PHONE (A/C, No, Ext): (775) 782-5489 FAX (A/C, No): (775) 782-3630 E-MAIL ADDRESS: veronica-murguia@leavitt.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Building Services of CA & NV LLC DBA: Sun West PO Box 9027 South Lake Tahoe CA 96158	INSURER A : Insurance Company of the West	27847
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSA506133202	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

Proof of Insurance

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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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:6

Agenda Item: Agreement with TJKM Consultants for Vision Zero Action Plan

Executive Summary: Authorize execution of an agreement using grant funding from the Safe Streets For All (SS4A) federal program to develop a Vision Zero Action Plan with an eventual goal of reaching zero roadway fatalities and serious injuries for all roadway users. Since the funding is from the U.S. Department of Transportation, a specific template from USDOT is being used for the agreement to comply with grant funding requirements and a resolution is included to transfer funds to the Vision Zero Action Plan Account.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a Professional Services Agreement with TJKM Consultants for development of a Vision Zero Action Plan in an amount not to exceed $248,904 and authorizing transfer of grant funds in this amount.

Responsible Staff Member: Jason Burke, Complete Streets Program Manager and Emily Dougherty, Engineering Technician.

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

Attachments:

01-StafF Report-Agreement with TJKM Consultants for Vision Zero Action Plan
02 Resolution 2022-115 Vision Zero Action Plan.pdf
03-Resolution-Agreement with TJKM Consultants for Vision Zero Action Plan
04-Agreement_Final.pdf

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

Meeting Date: November 7, 2023

Title: Professional Services Agreement with TJKM Consultants for development of a Vision Zero Action Plan

Location: Citywide

Responsible Staff Member: Jason Burke, Complete Streets Program Manager (530) 542-6038, Emily Dougherty, Engineering Technician (530) 542-6070

Background: On September 6th, 2022, the City Council authorized submission of a grant application for the Safe Streets and Roads for All grant program (SS4A). The purpose of the program is to improve roadway safety and significantly reduce or eliminate roadway fatalities and serious injuries through development and implementation of a safety action plan serving the needs of all roadway users including pedestrians, bicyclists, public transportation passengers, motorists, personal conveyance, micro-mobility users and commercial vehicle operators. The City of South Lake Tahoe's Vision Zero Action plan application was selected for funding and the grant agreement with the U.S. Department of Transportation (USDOT) and the Federal Highway Administration (FHWA) was executed on June 20th of 2023 in accordance with City Council Resolution 2022-115, appointing the Public Works Director as agent to execute all agreement and documentation associated with the grant.

Issue and Discussion: Once the grant funding was secured through an executed grant agreement, a Request for Proposals (RFP) was issued to qualified consultant teams through the Planet Bids website on July 7, 2023, with a deadline to submit proposals by August 2, 2023. While 672 potentially qualified firms were notified and 24 prospective bidders downloaded the RFP, only two firms submitted proposals for development of the Vision Zero Action Plan (VZAP). In accordance with City procurement policies, the two consultant proposals were reviewed by staff from the Finance Department, Public Works Department and the Tahoe Regional Planning Agency (TRPA) – regional transportation planning program. All staff filed required FHWA paperwork declaring they had no financial connection or conflict of interest with the two firms that submitted proposals. After reviewing the written proposals, the two consultant teams were remotely interviewed by the selection panelists to further evaluate their familiarity with the unique needs with snow removal and the environmentally sensitive nature of work within the protected Lake Tahoe Basin. Based on the impartial review of the written qualifications, proposed approach, and verbal interviews, the panel selected TJKM Transportation Consultants (TJKM) of Pleasanton, California through a competitive scoring process. Staff is recommending awarding a Professional Services Agreement to TJKM Transportation Consultants in the amount of $248,904 for development of a Vision Zero Action Plan. Next steps will include setting up a Vision Zero Task Force, scheduling public meetings, collecting data and developing the Action Plan.

Financial Implications: As noted in City Council Resolution 2022-115, a total of $250,000 ($200,000 in grant funds, and $50,000 in match) was loaded into account 301-50043 (Citywide Traffic Safety, Traffic Calming, ADA and Flooding Mitigation project). To ensure grant transparency and in maintaining FHWA fiscal compliance, staff is requesting to transfer the Vision Zero Grant funding from Citywide Traffic Safety account #301-50043 into account number 301-50049 specific to the Vision Zero Grant as follows:

Transfer from: 301 50043 33134 $200,000	Transfer to: 301 50049 33134 $200,000
Transfer from: 301 50043 50001 $50,000	Transfer to: 301 50049 42020 $250,000
Transfer from: 301 50043 42020 $200,000	

Environmental Considerations: This action is Statutorily Exempt under CEQA Guidelines section 15262 for Feasibility and Planning Studies.

Policy Implications: The Vision Zero action plan is identified in the 2023-2028 Strategic Plan Update under Goal 4.2 Action Item 3 (Capitalize on grant funding and development projects to enhance city infrastructure projects that improve the quality of life, recreational experience and climate resiliency for residents and visitors). Receipt of the grant and hiring the qualified consultant team will help utilize the grant funding to complete the Vision Zero Plan in order to support development of a regenerative tourism model utilizing grant funding. The proposed action also directly supports Goal 5.5 (Fiscal sustainability and Resiliency) through successful grant application and project management to supplement local public funds.

Resolution 2022-115

Adopted by the City of South Lake Tahoe City Council

September 6, 2022

Approval of Grant Application to U.S. Department of Transportation for development of a Vision Zero Action Plan

BACKGROUND

A. The U.S. Department of Transportation (USDOT) has issued a Notice of Funding Opportunity (NFO) for the Safe Streets and Roads for ALL (SSA) grant The purpose of the LATA is to provide technical assistance grants to agencies for pre-construction expenses related to Broadband deployment.

B. Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated $1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program.

C. The City of South Lake Tahoe is committed to the Vision Zero Program and the preparation of an Action Plan with an eventual goal of zero roadway fatalities and serious injuries.

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 Director of Public Works to file a grant application with U.S. Department of Transportation for a grant in the amount of $250,000 to prepare a Vision Zero Action Plan.
2. If awarded authorizes acceptance of grant funds up to $200,000 into Capital Improvement Project Account, Citywide Traffic Safety, Traffic Calming, ADA, and Flooding Mitigation project revenue and expense accounts 301-50043.
3. Authorizes the allocation of $50,000 from the Capital Improvement Project Account, Citywide Traffic Safety, Traffic Calming, ADA, and Flooding Mitigation Project revenue and expense accounts 301-50043 toward matching funds.
4. Appoints the Director of Public Works as an agent to submit all documents, including but not limited to Applications, agreements, amendments, payment requests, and so on, which may be necessary to complete the Project.
5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

Adopted by the City Council of the City of South Lake Tahoe on September 6, 2022, by the following vote:

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (Sep 7, 2022 16:17 PDT)

Devin Middlebrook, Mayor

Date: Sep 7, 2022

Attest:

Sue Blankenship (Sep 7, 2022 13:32 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

Res 2022-115 Vision Zero Action Plan

Final Audit Report 2022-09-07

Created:	2022-09-07
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAASel11lUml897nDRGNGS1E8k2-bjs11Fw

"Res 2022-115 Vision Zero Action Plan" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
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Signature Date: 2022-09-07 - 8:32:15 PM GMT - Time Source: server- IP address: 128.92.136.146

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Signer dmiddlebrook@cityofslt.us entered name at signing as Devin Middlebrook
2022-09-07 - 11:16:58 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-09-07 - 11:17:00 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-09-07 - 11:17:00 PM GMT

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe City Council

November 7, 2023

Approval of a Professional Services Agreement with TJKM Consultants for development of a Vision Zero Action Plan

BACKGROUND

A. On September 6, 2022, City Council authorized submission of a grant application for $250,000 to prepare a Vision Zero Action Plan and appointed the Director of Public Works as an agent on behalf of the City to submit all relevant documents needed to execute the grant and associated grant documentation for development of the Vision Zero Action Plan in Resolution 2022-115.

B. At the time, Resolution 2022-115 authorized acceptance of up to $200,000 in "Bipartisan Infrastructure Law" (BIL) from the Safe Streets and Roads for All (SS4A) grant program into the Citywide Traffic Safety, Traffic Calming, ADA and Flooding Mitigation Project revenue and expense accounts (301-50043) and $50,000 in undesignated General Fund Reserves toward the City's matching fund commitments.

C. The City of South Lake Tahoe is committed to the Vision Zero Program and the preparation of an Action Plan with an eventual goal of zero roadway fatalities and serious injuries.

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 a PSA with TKJM Consultants for development of a Vision Zero Action Plan.
2. Authorizes the transfer of existing allocated funds from the 301-50043 to the specific account recently created solely for the Vision Zero Action Plan (301-50049) as follows:

TRANSFER FUNDS FROM

Revenues:

301-50043-33134 Federal Highway Administration:	$200,000

Expenses:

301-50043-42020 Professional Services	$200,000
301-50043-50001 Operating Transfer out to GF	$50,000

TRANSFER FUNDS TO:

Revenues:

301-50049-33134 Federal Highway Administration:	$200,000

Expenses:

301-50049-42020 Vision Zero – Professional Services: $250,000

Adopted by the City Council of the City of South Lake Tahoe on October 17, 2023, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cristi Creegan, 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

A&E AGREEMENT LANGUAGE

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: (TJKM)

Incorporated in the State of (California)

The Project Manager for the "CONSULTANT" will be (Ruta Jariwala)

The name of the "LOCAL AGENCY" is as follows: City of South Lake Tahoe

The Contract Administrator for LOCAL AGENCY will be Jason Burke, AICP

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated 9/12/2023. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #1) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby

indemnifies and holds LOCAL AGENCY 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 AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings].*

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way [Not Applicable]

C. Surveys
[Not Applicable]

D. Subsurface Investigations
[Not Applicable]

E. Local Agency Obligations
The City of South Lake Tahoe will provide all available crash history, traffic, bicycle and pedestrian county. The City will also organizes the Vision Zero Task Force and provide facilities for pubic meetings. The City will schedule and attend the City Council Meetings related to the Vision Zero Plan development. All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[Not Applicable]

H. CONSULTANT Services During Construction
[Not Applicable]

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The CONSULTANT shall deliver one electronic copy of all data files, and reports and five (5) hard copies of the Final Report.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Jason Burke, Complete Streets Program Manager
City of South Lake Tahoe
1740 D Streets, CA 96150

E. The total amount payable by LOCAL AGENCY shall not exceed $.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports,

investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and

equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and

disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three
   (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR;
   (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT’s approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.
In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants
The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these

acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

   1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of

a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and
   §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five
(5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying

compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR
§§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to

ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three

(3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is **22.2 %** Participation by DBE

CONSULTANT or subconsultants shall be in accordance with information contained in Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance Under 49 CFR 26.13(b):
CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond

requirements.

3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement

mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE’s performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY’s request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records

- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

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

1. 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 LOCAL AGENCY.

2. 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 LOCAL AGENCY. 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.

3. 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.

4. 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:

1. LOCAL AGENCY, 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.

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

3. 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.

4. The insurer waives all rights of subrogation against LOCAL AGENCY except for CONSULTANT's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

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

6. 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 LOCAL AGENCY 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 LOCAL AGENCY 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.

ARTICLE XX FUNDING REQQUIREMENT

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to

deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five
(45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Attorney), who may consider written (or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no

property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

   Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) The LOCAL AGENCY shall review each payment request as soon as feasible

after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits

discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
    - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places ofpublic accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
    - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
    - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
    - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
    - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: TJKM

Ruta Jariwala, Project Manager
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

LOCAL AGENCY: City of South Lake Tahoe
Jason Burke, Contract Administrator
1740 D Street, South Lake Tahoe, CA 96150

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(CITY OF SOUTH LAKE TAHOE)

Cristi Creegan, Mayor

Date: _____

(TJKM)

Signed in Counterpart
Ruta Jariwala

Date: _____

Business License # 013582

APPROVED:

Heather Stroud, City Attorney

Date: _____

ATTEST:

Sue Blankenship, City Clerk

Date: _____

CONSULTANT: TJKM

Ruta Jariwala, Project Manager
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

LOCAL AGENCY: City of South Lake Tahoe
Jason Burke, Contract Administrator
1740 D Street, South Lake Tahoe, CA 96150

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ARTICLE XXXV SIGNATURES

(CITY OF SOUTH LAKE TAHOE)

Signed in Counterpart

Cristi Creegan, Mayor

Date: _____

(TJKM)

Ruta Jariwala

Date: 10/22/23

Business License # 013582

APPROVED:

Signed in Counterpart

Heather Stroud, City Attorney

Date: _____

ATTEST:

Signed in Counterpart

Susan Blankenship, City Clerk

Date: _____

PROJECT WORK PLAN & SCHEDULE



TJKM

Proposal for City of South Lake Tahoe
Vision Zero Plan Development

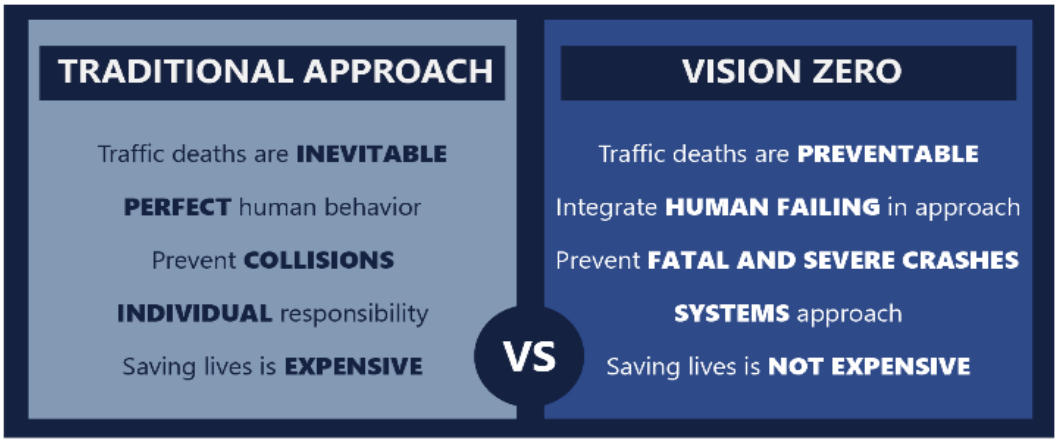
PROJECT WORK PLAN & SCHEDULE

Project Understanding

Vision Zero recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure those inevitable mistakes do not result in severe injuries or fatalities. This means that system designers and policymakers are expected to improve the roadway environment, policies (such as speed management), and other related systems to lessen the severity of crashes.

Vision Zero is a multidisciplinary approach, bringing together diverse and necessary stakeholders to address this complex problem. In the past, meaningful, cross-disciplinary collaboration among local traffic planners and engineers, policymakers, and public health professionals has not been the norm. Vision Zero acknowledges that many factors contribute to safe mobility — including roadway design, speeds, behaviors, technology, and policies — and sets clear goals to achieve the shared goal of zero fatalities and severe injuries.



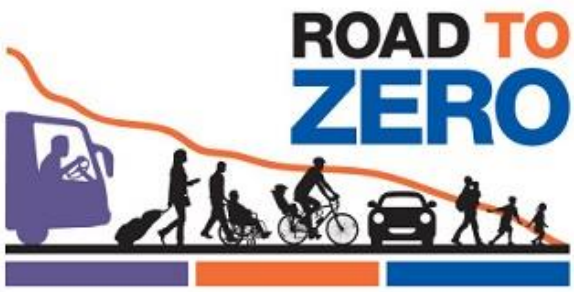


It is our understanding that City of South Lake Tahoe desires to enhance safety and operations for all modes of transportation and users on a proactive basis and is in the process of developing a Vision Zero Plan and have received Federal funds for it. The City is 10.6 square miles, including 8.4 square miles of areas of disadvantaged communities. The City plans to develop a Zero-Vision Action Plan to improve roadway safety by eliminating roadway fatalities and serious injuries, focused on all users. The goal of the plan is to develop the tools to strengthen the community's approach to safety through effective countermeasures.

The City of South Lake Tahoe envisions developing a data-driven Vision Zero Action Plan, which will be a living document and guide the City to commit to a Vision Zero implementation plan that is concrete and action-driven while being responsive to the context and needs of the community. City of South Lake Tahoe envision the Vision Zero Plan through community engagement and attention to equity shall create a guide that is a road map for action and a tool for measuring and assessing progress toward the goal of eliminating severe injury crashes and fatalities. Based on our experience working on similar projects our Project Approach and Scope of Work is detailed below.

Project Approach

The Vision Zero initiative, first initiated in Sweden in 1997 and later embraced by many European countries, has received significant traction among US cities in recent years. Transportation professionals and policymakers at all levels of government have realized that losing near 40,000 people to traffic-related deaths each year is a staggering number and that traffic crashes and the resulting loss of human lives is completely unacceptable and preventable. Vision Zero is a huge paradigm shift from current and prior practices of local governments where streets are primarily designed to accommodate vehicular traffic and most safety improvements were implemented in a "reactive" mode after experiencing many crashes, injuries, and deaths.



Vision Zero is a thoughtful and proactive and comprehensive approach to implement Safe System Approach by designing, operating, and maintaining our public streets in a manner that everyone can safely, reliably, and conveniently access the transportation network, irrespective of their mode choice, age, gender, or socio-economic background. It is an ongoing safety program working towards a future with zero roadway fatalities and serious injuries by focusing on infrastructure, human behavior, responsible oversight of the vehicle and transportation industry and emergency response.

The FHWA has adopted the **Safe Roads for Safer Future - A Joint Safety Strategic Plan** that embodies the vision Towards Zero Deaths and serious injuries on the Nation's roadways. Communities throughout the United States have modified their Circulation Elements within their General Plans to encourage well-balanced, multimodal transportation with increased emphasis on safety and accessibility for all roadway systems users. Various organizations throughout the world including the World Health Organization, American Association of

State Highway and Transportation Officials (AASHTO), National Association of City Transportation Officials (NACTO), American Association of Retired Persons, and Institute of Transportation Engineers have embraced Vision Zero and Towards Zero Deaths movement in different ways.



During the last three years, numerous cities and counties have developed VZAP, aiming at reducing traffic-related deaths to zero in the next 15-20 years. Some cities and counties have adopted even more aggressive goals and pledged to eliminate traffic-related severe injuries as well. While the involvement of internal and external stakeholders and the level of their commitment may differ from agency to agency, all VZAP inherently focus on the same goals of eliminating traffic crashes to zero in coming years.

VISION ZERO

Drive safe. Bike safe. Walk safe.

The City of South Lake Tahoe intends to analyze its transportation networks, traffic volumes and collision history, injury types and causes, system parameters, etc., and develop a VZAP that will enhance safety for all modes of transportation and for all ages. City intends to utilize an extensive community outreach process that will ensure that the residents, businesses, and other stakeholders have the opportunity to engage and provide valuable feedback in the process. The TJKM Team is quite excited about the opportunity to utilize our extensive experience in this area and develop a comprehensive, realistic, and achievable Vision Zero Action Plan.

At the core of a VZAP rests a belief that every traffic crash is preventable and traffic related injuries and deaths can be avoided. A sound Vision Zero Action Plan is built on the following principles:

1. Commitment

The governing body, such as the Board Members, must embrace the fact that traffic-related deaths are preventable and that they are committed to eliminating, such deaths and serious injuries from roadways. The City's vision to provide a safe and secure transportation system for all users shows City's commitment to eliminating traffic fatalities from the transportation infrastructure within the City. A strong commitment to develop and implement a VZAP from various stakeholders is critical to achieving the goals of the Plan.

2. Collaboration

The VZAP is a data-driven, actions-oriented plan, to be implemented in collaboration with various departments, residents, businesses, and other external entities that may include first responder agencies, transit agencies, school districts, Health Departments, etc. Coordination and collaboration from these entities is expected at all stages of plan implementation.

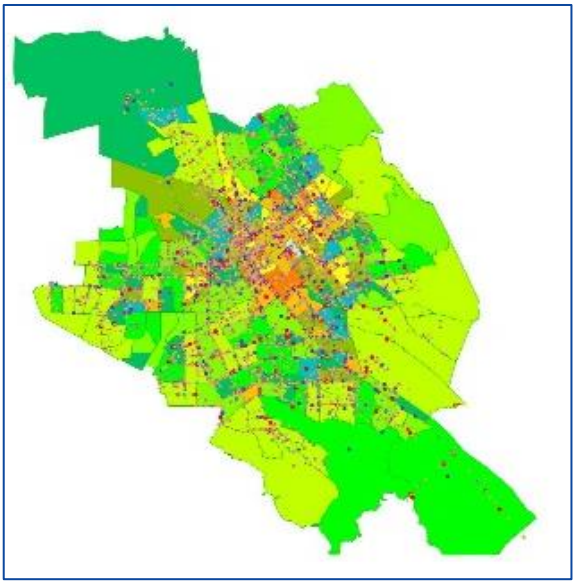
3. Equity

The plan must truly reflect the diversity of transportation system users in terms of mode choice, age, physical limitations, and socio-economic background. It should support the safe and convenient accessibility needs of all without compromising the needs of a specific group.

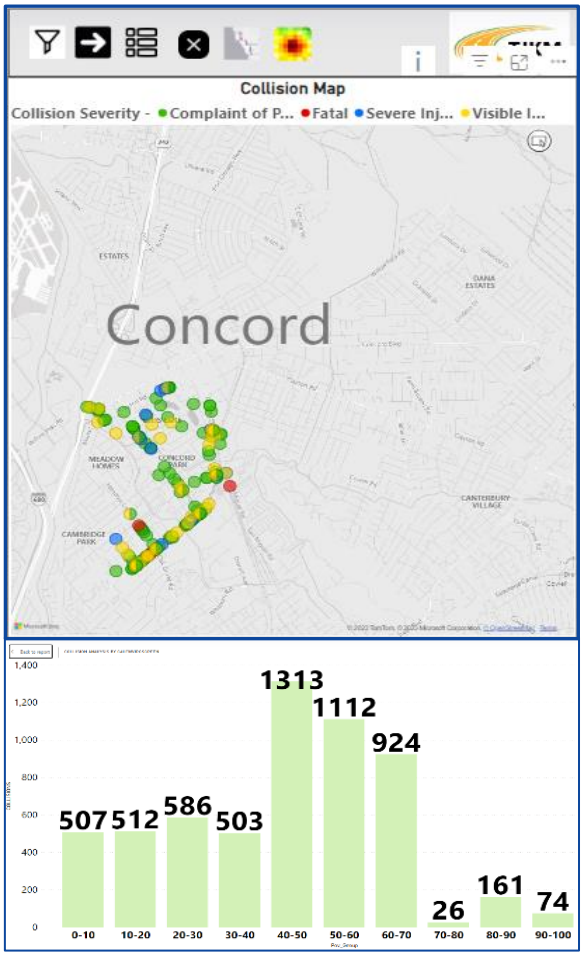
4. Accountability

Development of a VZAP does not guarantee elimination of traffic-related death and injuries without full accountability from all departments and external stakeholders that contribute to various action items. To assure that the agreed-upon targets are met and everyone is held accountable, appropriate Performance Indicators (PI) and targets must be developed and included in the Final VZAP.

TJKM has extensive experience developing safety plans for all modes of transportation and users and neighborhood traffic calming programs that will be instrumental in developing an ambitious yet implementable VZAP for the City of South Lake Tahoe. From our knowledge of similar plans developed by numerous cities, we fully recognize that City's VZAP will be unique and may include different elements that best meets the needs of its community. Our preliminary Scope of Work to developing this plan is outlined below. We do recognize that with further discussions with City's staff and community, this approach will be modified as appropriate.



Cal Enviro Equity Data superimposed with Collision Data



Scope of Work

The following scope of work builds on the Request for Proposal and is based on TJKM's experience working on similar projects.

TASK 1 KICK-OFF MEETING, REFINE STUDY SCOPE/TASKS, TASK SCHEDULE, & COMMUNITY ENGAGEMENT/ ASSESSMENT PROCESS

1.1 Project Kick-Off Meeting

The TJKM Team will schedule a Kick-Off Meeting within the first month of Notice to Proceed. We will prepare meeting Agenda, sign-in sheets, handouts, and a brief PowerPoint presentation to ensure meeting productivity. We anticipate the following discussion:

- Discuss project goals and objectives
- Discuss Scope of Work and Schedule
- Finalize project timeline and identify key milestones
- Discuss and confirm critical data needs and data sharing protocol
- Discuss Community/Stakeholder Outreach and Engagement Plan
- Discuss internal meeting schedule, invoicing, and progress updates
- Discuss other relevant information

1.2 Monthly Reporting/Invoicing

TJKM will prepare monthly invoices and progress reports in accordance with City of South Lake Tahoe invoicing and reporting methodologies. TJKM will obtain any templates or protocols from City of South Lake Tahoe staff, as available. Each progress report will at a minimum include:

- Summary
- Progress narrative
- Description of tasks completed
- Project schedule describing the percentage of each task/deliverable/milestone
- Summary of costs incurred per task/milestone
- Schedule and schedule tracking narrative
- List of deliverable items
- Management issues
- Needed corrective actions
- Statement of resolution of problems
- 30-day look ahead



City of Cupertino
Vision Zero Plan

PROJECT MONTHLY MEETING

Date: June 6, 2023
Time: 11am to 12pm

Attendees
City of Cupertino - David Stillman, Prashanth Dulla
TJKM - Ruta Jariwala, , Gary Mark Doty, Devyani Padubidri

AGENDA
1. Vision Zero Policy/Resolution Document - Complete
2. Stakeholder Meeting
   a. Have a Stakeholder Meeting mid-point after Preliminary Projects are set
   b. Send out Google poll
   c. Stakeholders confirmed with City
3. Project website
4. Documents and Data Needs
   a. Complete
5. Collision Analysis/Data - Finalizing graphics in Chapter draft and will send out for City review
6. Additional Level of Effort - Cost proposal sent 3/31, City will review
   a. Complete Collision/Data Analysis - Done
   b. Review existing project plans and design criteria/standards - no additional information
7. Literature Review - City reviewed and TJKM will address comments
8. Next Steps
   a. City will provide CIP projects when finalized
   b. TJKM reviewing Vision Zero chapter comments, will create additional graphics
   c. Policy/letter to Council finalized
   d. TJKM will send Collision Analysis chapter for City review

1.3 Regular Project Management Meetings

The TJKM Team will facilitate up to 12 monthly meetings with the project team and relevant staff. TJKM also proposed to maintain all the meeting notes, agenda and action items through google docs which will be living document throughout the life of project which provides open and up-to-date communication platform. We will provide agenda 48 hours in advance and meeting notes within 48 hours after each meeting. We anticipate that each meeting to last for one hour.

1.4 Project Management Plan

The TJKM Team will develop a Project Management Plan (PMP) at the onset of the project, documenting overarching goals and objectives of the project, communication channels, project monitoring strategies, and foreseeable challenges and plausible alternatives. We will update the PMP on a monthly basis concurring the project management meetings.

Deliverables:

- ✓ *City of South Lake Tahoe Project team meeting to review and update project scope/Kick-Off Meeting notes-next steps*
- ✓ *Project scope revisions and 12 month schedule with milestones*
- ✓ *Project team meeting calendar with milestones*
- ✓ *Stakeholder/Community group contact list*
- ✓ *Community and Stakeholder Outreach and Engagement Program*

TASK 2 ASSESSMENT OF EXISTING POLICIES, PROGRAMS, & PRACTICES (VALUE ADDED TASK)

The purpose of this task is to ensure the VZAP visions and goals are aligned with prior planning efforts and that the potential E's strategies are consistent with local and regional policies and guidelines. The TJKM Team will review at a minimum the following documents:

- County and Local Jurisdiction General Plan's
- Specific Plans
- Bicycle and Pedestrian Master Plans
- Design Guidelines
- Engineering Standard Plans
- Capital Improvement Programs
- Regional Transportation Plan
- Federal Transportation Improvement Program
- Safe Routes to Schools Initiative

We will summarize contents and key transportation and safety elements of the aforementioned documents in a Technical Memorandum. Based on our firm's past experience, we ensure the VZAP is developed consistent with the following documents:

- FHWA – Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA – Developing Safety Plans: A Manual for Local and Rural Road (2012)
- FHWA – Systemic Safety Project Selection Tool (2013)
- FHWA – Local and Rural Road Safety Program
- California's Strategic Highway Safety Plan
- Caltrans Systemic Safety Analysis Reports Program Guidelines
- Caltrans Local Roadway Safety Manual (LRSM)
- Highway Safety Manual
- NACTO, AASHTO, California Manual on Uniform Traffic Control Devices

Deliverables:

- ✓ *Technical Memorandum summarizing the Existing Policies, Programs, and Practices*

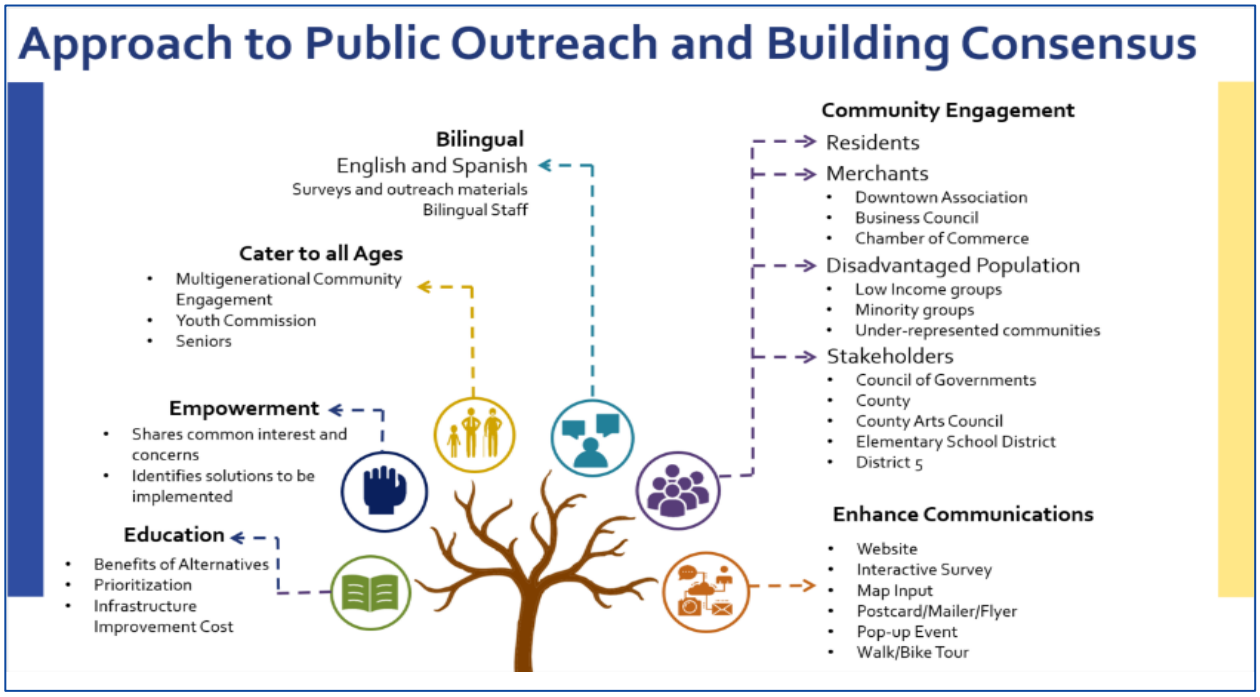
TASK 3 VISION ZERO TASK FORCE/COMMUNITY ENGAGEMENT & ASSESSMENT

3.1 Vision Zero Task Force

The TJKM Team with the assistance of City of South Lake Tahoe staff, identify and recruit relevant parties to participate in the citywide Vision Zero Task Force Group, including but not limited to:

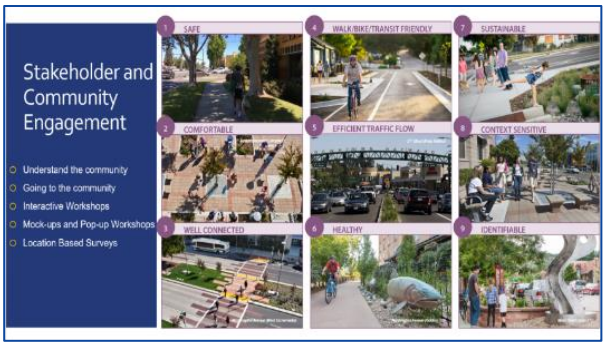
- Elected officials or designated representatives
- Jurisdiction Planning/Public Works staff
- Health and Human Services
- Law Enforcement/Public Safety (CHP, Sheriff, Police and Fire)
- Education - Office of Education/Unified School Districts
- Advocates - Bicycle and Pedestrian Coalition
- Local businesses – Chamber of Commerce
- Community Based Organizations
- Residents from identified Disadvantaged Communities

Under this task TJKM Team will attend up to four meetings organized by the City.



3.2 Vision Zero Task Force and Public Outreach Schedule

Under this task, the TJKM Team in consultation with City of South Lake Tahoe will develop a public outreach plan which will include scheduled public outreach meetings, data gathering and incorporating information previously collected from the community for Tahoe Regional Planning Agency (TRPA), a process to identify data sharing agreement and travel patterns from TRPA, data scrubbing and data sharing techniques. A total of *two public outreach meetings will be organized* to review data and documents at key milestones. TJKM will develop presentation materials and documents for outreach meetings and will attend all of the above mentioned meetings.

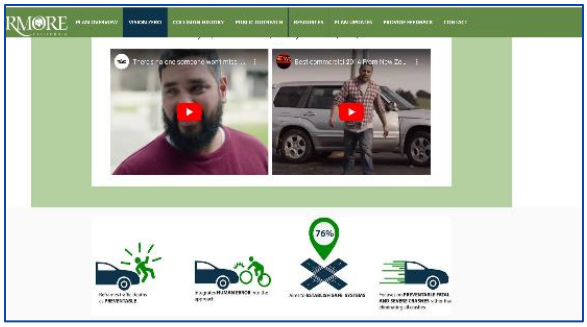


3.3 Webpage

Under this task, to solicit feedback, communicate data and information to the public we will develop a City of South Lake Tahoe Vision Zero Webpage on the City of South Lake Tahoe website with a map based, user friendly map tool.

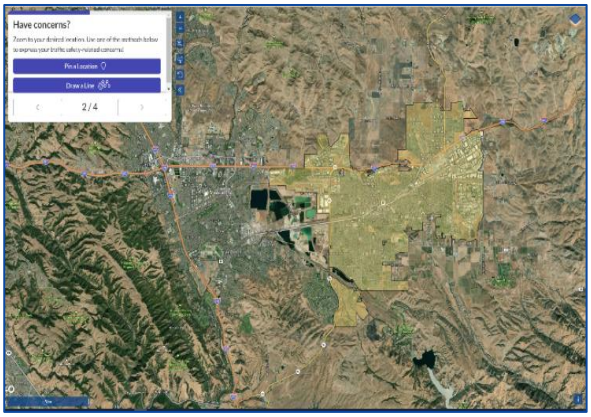








We propose to use **interactive GIS mapping web base tool**, which we have successfully used for more than 60 LRSP projects within the State of California. The *interactive map tool* will provide an overview of Vision Zero and its principles, purpose, goals, and objectives with complete instructions for using the tool. The webpage will include but not limited to project overview, events, project updates, comment boxes, contact information, a public draft review section, in addition to an interactive GIS mapping and interactive input. We propose to update the website on a monthly basis.



Interactive GIS Map Input Platform for reporting concerns from the community

3.4 Evaluation & Analysis of Collected Information

Under this task, the information collected from community engagement and stakeholder workgroups will be summarized, evaluated, and analyzed. Based on the evaluation and analysis the findings will be cross-referenced with project recommendations in existing countywide plans.

Deliverables:

- ✓ *Stakeholder Workgroup Contact List/Participant confirmation*
- ✓ *Workgroup and Public outreach calendar/schedule (10 month timeframe) Maps, visuals and collateral, and meeting notes/summaries for all meetings*
- ✓ *City of South Lake Tahoe Vision Zero Webpage (through City of South Lake Tahoe Website) with map based tool for public feedback and information distribution*
- ✓ *Summary analysis of Public/Stakeholder feedback including comment matrix and community-driven projects list, as an Appendix*
- ✓ *Summary (Matrix) cross reference of projects with public comments in 2.4*
- ✓ *Organize and attend two public meeting*
- ✓ *Attend four Vision Zero Task Force meetings*

TASK 4 VISION ZERO STATEMENT

Based on assessment of existing programs, policies and other relevant documents, input from the stakeholders and vision zero task force group and in consultation with City of South Lake Tahoe, TJKM Team will develop Vision Zero Statement, Guiding Principles and Goals and Objectives of the plan at the onset of the project.



TASK 5 DATA COLLECTION & ANALYSIS

TJKM has developed a tool to conduct collision analysis using GIS maps, implementable actions, and performance measure for VTA and the City of Concord. **We propose to develop similar tool for City of South Lake Tahoe to conduct the collision analysis, identify counter measures and evaluate performance of implemented measures as part of this project**.

5.1 Data Analysis

Collision Data. TJKM will obtain the latest 10 years of collision data from California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS), Caltrans Traffic Accident and Surveillance Analysis System (TASAS) and Transportation Injury Mapping System (TIMS). We will obtain statewide statistics and collision data for comparison. If data is available we would also collect attribute associated with collisions that would assist to identify the number of collisions that involves visitors.

Volume Data. We will utilize the Average Daily Traffic (ADT) and turning movement counts available for calculating crash rates. We will work with city staff on obtaining counts from relevant studies, including Caltrans Highway Performance Monitoring System, Engineering and Traffic Surveys, or travel demand models.In addition, TJKM will collect daily traffic counts at key segments (60 locations), bicycle counts (60 locations) and pedestrian counts (30 locations) as indicated in the Request for Proposal. The ADT information will be recorded in Excel and GIS (shapefile) formats.

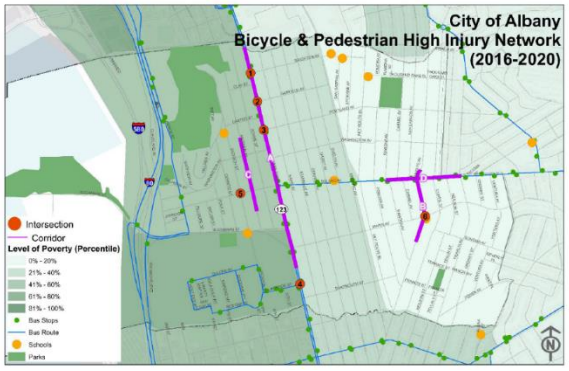
Systemic Analysis. The TJKM Team will conduct a citywide collision analysis for all collisions, with an emphasis on Fatal and Severe Injury (F+SI) collisions. This will be a data-driven process including the following steps:

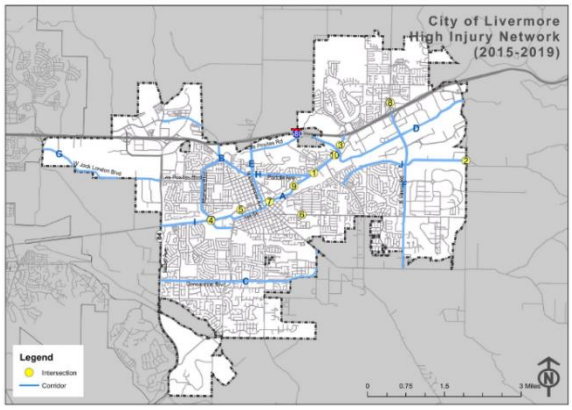
- Collision Trend: Analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type, and violation category.
- Collision Profile: Combining collision factors to identify prominent collision types.



We will produce GIS-based mappings, charts, and other visualizations to help inform decision making. We will summarize the collision analysis and maps in a technical memorandum.

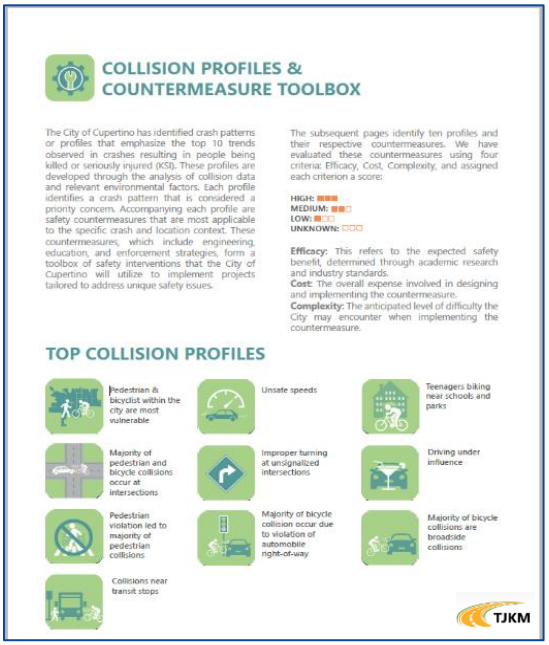
High Injury Network (HIN). This is a critical step to identify locations throughout the City that are collision-prone such that future collision can be prevented. Primarily, TJKM will identify City's HIN by ranking collision rates over roadway network. These are the corridors responsible for F+SI on roadways.





In addition, the TJKM Team proposes to employ the Sliding Window Algorithm (SWA) to pinpoint collision-prone locations that can oftentimes neglected from a simple HIN ranking process. The SWA partitions City roadway system into comparable segments and is used to ensure the corridor ranking is based on normalized collision rate calculation. Our collision rate calculations will be in compliant with Caltrans LRSM, FHWA guidelines, and Highway Safety Manual.

Emphasis Areas (Collision Profile). Based on the collision analysis and high-injury network identified, the TJKM Team will identify up to *emphasis areas* and develop a collision profile. The collision profile will include description and goals of the emphasis area, indicating the primary risk factors, collision types, facility type, and related collision statistical summary.





The emphasis areas will inform the identification of countermeasures, policy strategies, and safety projects in later stages of the project.

Deliverables:

- ✓ *Citywide injury and collision data analysis summary for 10 years*
- ✓ *Citywide HIN GIS Map*
- ✓ *Optional Task for keeping and distributing data. Create a data dashboard that allows for sharing of collision and injury data in forms that are easily accessible and understandable to the different stakeholders in the region (e.g. summary data for community members; condensed details for staff and policy makers).*

TASK 6 IMPLEMENTATION & EVALUATION STRATEGIES

6.1 Policy and Strategies Development

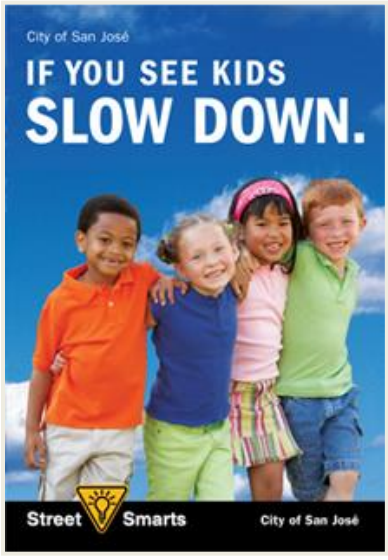
The TJKM Team will share its experience and involvement in safety related projects, as well as suggest the most feasible and reasonable practices that City of South Lake Tahoe should take into consideration for implementation. Vision Zero Policy is the guiding principle of the Vision Zero Action Plan. It establishes a foundation for ongoing actions and updates of the VZAP. The Vision Zero Policy will include but not limited to overarching goals and objectives of City of South Lake Tahoe Vision Zero initiatives, clear target on fatal and sever injury collision reductions, suggested departmental involvement, and performance tracking methods.

6.2 Safety Projects & Programs

Engineering. In addition to pedestrian/bicycle-specific improvements, we will explore solutions for enhancing safety for all roadway users within City of South Lake Tahoe. The TJKM Team will leverage our extensive experience in LRSP, SSAR and Vision Zero Action Plans to develop safety projects for the City. We will also consider the safety improvements identified as part of other studies within the City at high-risk locations, and will review the effectiveness of any improvements that have already been implemented within the City using available historical collision data comparisons. In this task TJKM will identify and develop one project concept and grant application which will be eligible for the Safe Streets for All (SS4A) Implementation Project.

Under this task, TJKM will also identify non-engineering strategies in Education, Encouragement, Enforcement, and Emergency Medical Services. We will develop actions, performance measures, and monitoring steps for each emphasis area. We will first review existing safety programs provided by local jurisdictions and extract ongoing efforts that could be utilized for the emphasis areas.

Education. TJKM brings exceptional experience developing educational material for transportation system users of all ages. Our extensive expertise with safety flyers/brochures, websites, age-specific training programs, safety videos, media campaigns, Safe Routes to Schools initiatives, and Street Smarts programs will be utilized to develop a broad range of educational enrichment programs within City of South Lake Tahoe.



TJKM will also learn more about the many educational programs, if any offered by the School District, and recommend additional programs or services as appropriate.

Encouragement. Creating a safe culture where people feel comfortable using the travel mode of their choice. TJKM will develop strategies that empower the community to participate in various community-initiated safety events and campaigns.

Enforcement. TJKM will work closely with the Public Works and Police Departments to develop strategies that will help calm traffic and improve compliance of traffic regulations. Our likely recommendations will include a wide range of strategies including reducing speed limits, radar enforcement of speed and red light violations, pedestrian right-of-way violations, and bicycle safety matters. We will also explore and recommend effective sting operations utilized by many enforcement agencies that result in eliminating dangerous behaviors and improved safety for all users.



Emergency Medical Services (EMS). TJKM will coordinate with EMS Departments via emails and phone call follow-ups to collect input on concerns and challenges the EMS encounters while providing service on roads on a daily basis. We will base this on the input develop engineering and non-engineering strategies that improve roadway conditions and response time of their services.

Equity. TJKM will coordinate with local jurisdictions to identify most at-risk populations for targeted messages. We want to address transportation safety for all modes and include all the community irrespective of social, racial, and economic status and to achieve safer transportation for all. We will use the following strategies to address Equity:

- Involve Low-Income, Disadvantaged and Minority Groups
- Engage and Involve Youth
- Engage communities of Color
- Engage with Senior Citizens and Older Adults
- Engage with Persons with Disabilities and Special Health Care Needs
- Engage with Limited English Proficiency Populations

Engagement. TJKM will work with local jurisdictions staff to develop strategies for the outreach by developing video clips, websites, and community workshops.

Evaluation. Tracking progress in reducing fatal and sever injury collisions. The TJKM Team firmly believes in measuring performance and making necessary adjustment to improve continuously. Supporting the adage *"you can't manage what you don't measure"*, we will develop appropriate PI that will inform City of South Lake Tahoe about the success of its VZAP. The PI's will be aligned with Vision Zero policy which could include but not limited to:

- Number of crashes involving bikes, pedestrians, school-aged children, and seniors
- Number of crashes where alcohol was the prime factor
- Number of injury and fatal crashes
- Rate of injury and fatal crashes per 1,000 population
- Bicycle and pedestrian counts along major corridors

- Number of children walking or bicycling to schools

We will develop PI's that are feasible, meaningful, fairly straightforward, and inexpensive to track year over year. Tracking such PI's will help City of South Lake Tahoe to evaluate success of various strategies and allow appropriate changes when intended results are not achieved. We will summarize the E's strategies in a memorandum.

6.3 Implementation Framework

The TJKM Team will first provide a matrix of pursuable Federal and State grant fact sheets that instructs City of South Lake Tahoe and local jurisdiction staff with materials and timeline for each funding opportunity. We will develop the Implementation Plan as part of the VZAP, based on the E's strategies with detailed descriptions, estimated timeline of completion, responsible agencies, and potential funding sources.

Deliverables:

- ✓ *Short-term (one year or less) mid-term (one-three years) and long-term (four-seven years) action list of projects and programs*
- ✓ *Draft policy and resolution templates will be kept flexible for modification by each jurisdiction as needed with consistent policy language*
- ✓ *Develop short/mid/long-term funding plan in alignment with strategy list and resources*

TASK 7 VISION ZERO PLAN OUTLINE, FINAL PLAN, & APPENDICES

The TJKM Team will develop a VZAP plan outline consisting at a minimum the following chapters:

- Executive Summary
- Acknowledgements
- Vision Statement
- Introduction
- Stakeholder Engagement
- Goals, Objectives and Strategies
- Policy and Planning Context
- Existing Conditions
- Best Practices
- Policy Development
- Proposed Safety Projects and Programs
- Implementation Plan

VZAP outline will describe the purpose and flow of each chapter, as well as lists of potential figures, maps, and tables and their purposes within that particular chapter. The TJKM Team will complete a Draft VZAP including all components mentioned above. We will present the Draft VZAP to the Technical Advisory Committee, the Traffic Safety and Vision Zero Advisory Committees, and the Board to receive approval/acceptance of plans, as well as any additional input prior to finalization. In addition, we will email a web link of the Draft VZAP to all stakeholders that have participated in the planning process with instructions on how they can provide feedback. Upon receipt of the feedback, the TJKM Team will revise and generate the Final VZAP based on input.

Deliverables:

- ✓ *VZAP Outline-two rounds of review*
- ✓ *Draft VZAP and Appendices documents-two rounds of review incorporate final round comments received in Appendix*
- ✓ *VZAP PowerPoint for presentation to various boards, councils, and committees*

TASK 8 DRAFT VISION ZERO PLAN PRESENTATION & ADOPTION

Under this task, TJKM will prepare and attend up to two council meeting to present the findings and also assist with adopting the Resolution and the Action Plan. TJKM Team will present the Draft VZAP to the City of South Lake Tahoe Council for Adoption. Based on the input received from the Council, the Draft VZAP will be revised to incorporate the input. The Final VZAP will be submitted to City of South Lake Tahoe for approval and adoption.

Deliverables:

- ✓ *Attend and present at two Council Presentations*
- ✓ *Assist in adopting the Resolution and Action Plan*
- ✓ *Final VZAP including any final draft changes requested by the City of South Lake Tahoe board. All plan data/documents/graphics files/GIS in electronic format ready for print production and website (Wordpress) ready.*

Innovative Ideas

TJKM proposes to develop a Collision Dashboard integrated with GIS Dashboard as a part of VZAP to allow the City to evaluate performance of safety measures and consider implementation of safety measures for different types of crashes on proactive basis. The dashboard would contain collision data, allowing the City to conduct collision analysis: by travel mode; by severity of crashes; by age; by gender; by time of day; and by demographics. In addition, the Dashboard will allow the City staff to identify locations where concentrations of serious injury and fatal crashes occur, and share the results with decision makers and the public.

Schedule

Our proposed team is an experienced team with specific strengths in each of the areas required to deliver this project on schedule and within budget to the satisfaction of City of South Lake Tahoe. Our proposed team has a proven track record of successful similar projects and is dedicated to providing high-quality products. With our available resources and experience, TJKM is equipped to provide the level of responsiveness required by City of South Lake Tahoe, all while providing professional and quality services. We have developed an individualized approach for each task that, combined with an active project management and team-oriented approach, will ensure the delivery of timely, high-quality services.

The personnel listed in our organization chart are available to work on the project for the entire duration of the project. Our proposed staff has the availability to accept and complete this key project on schedule and within budget. TJKM will complete this project in accordance with the schedule shown below. We have provided a complete schedule in the Appendix.

Task Name	Duration	Start	Finish
Project Management	**261 days**	**Mon 10/2/23**	**Mon 9/30/24**
Notice-to-Proceed	1 day	Mon 10/2/23	Mon 10/2/23
Kick-Off Meeting	1 day	Tue 10/10/23	Tue 10/10/23
Revised Scope of Work & Schedule	5 days	Wed 10/11/23	Tue 10/17/23
Submit to South Lake Tahoe	1 day	Wed 10/18/23	Wed 10/18/23
Regular Project Management Meetings	**197 days**	**Tue 12/27/22**	**Wed 9/27/23**
Project Management Plan	5 days	Wed 10/11/23	Tue 10/17/23
Submit to South Lake Tahoe	1 day	Wed 10/18/23	Wed 10/18/23
Assessment of Existing Policies, Programs & Practices	**22 days**	**Wed 10/25/23**	**Thu 11/23/23**
Develop Draft Technical Memorandum	10 days	Wed 10/25/23	Tue 11/7/23
Submit to South Lake Tahoe	1 day	Wed 11/8/23	Wed 11/8/23
South Lake Tahoe Staff Review	7 days	Thu 11/9/23	Fri 11/17/23
Develop Final Technical Memorandum	3 days	Mon 11/20/23	Wed 11/22/23

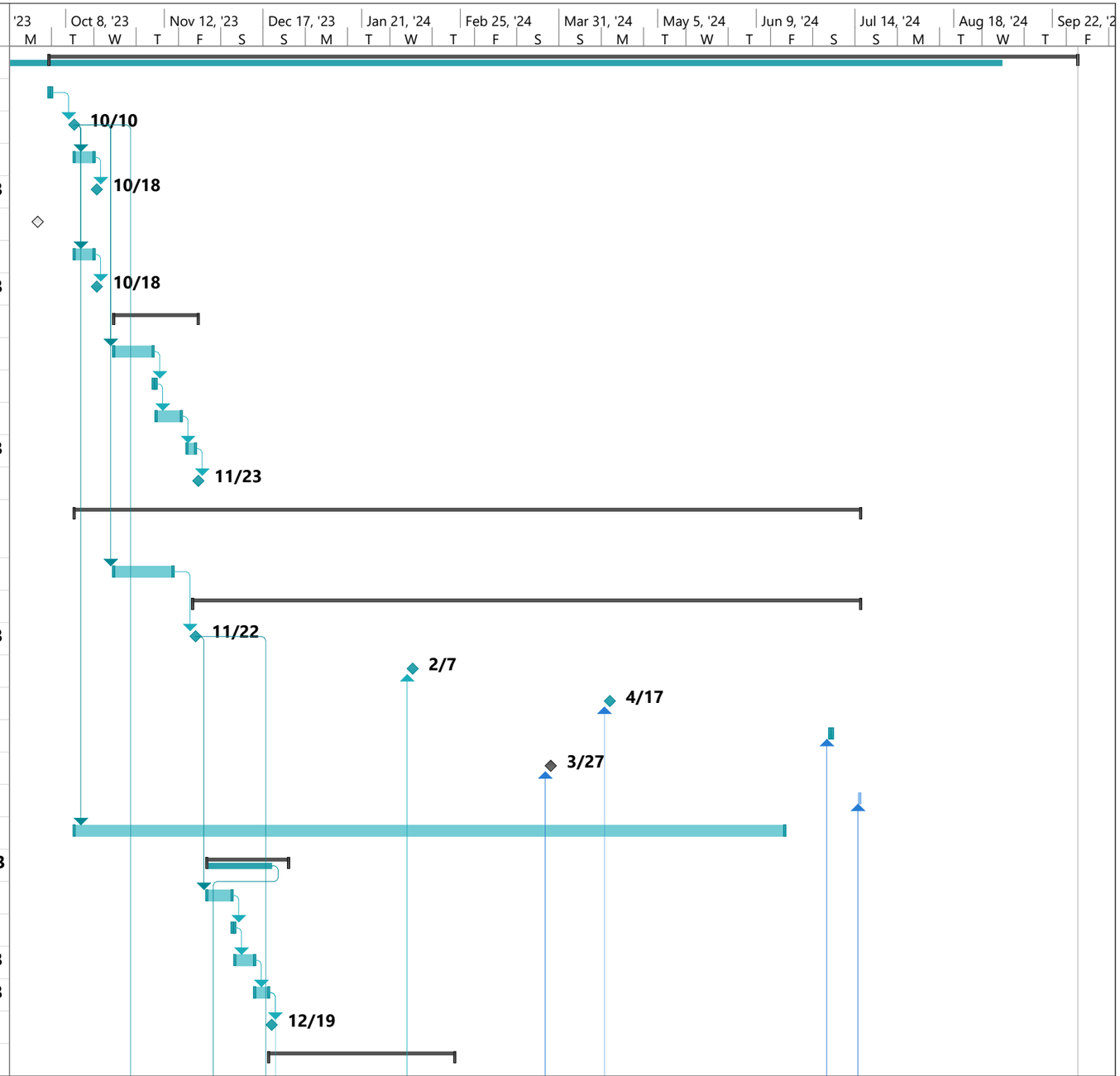
Jurisdiction - City of South Lake Tahoe

Vision Zero Plan Development

Prepared by TJKM Transportation Consultants

Task	Nayan Amin	Ruta Jariwala	Mark Doty	Praranav Happa	Gary Schatz	Steven Dautherman	Devyani Padubidri	Himangi Mutha	Hours by Task	Cost by Task
	PIC & QA/QC	Project Manager	Deputy Project Manager	Project Manager	Senior Transportation Engineer		Assistant Transportation Planner	Transportation Planner		
Billing Rate	**$265.32**	**$265.32**	**$175.40**	**$110.98**	**$176.04**	**$165.83**	**$95.67**	**$120.53**		
Task 1 Kick-Off Meeting, Refine Study Scope/Tasks, Task Schedule, & Community Engagement/Assessment Process	**7**	**36**	**42**	**0**	**0**	**0**	**0**	**0**	**85**	**$ 18,775.69**
1.1 Project Kick-Off Meeting	2	4	4						10	$ 2,293.53
1.2 Monthly Reporting/Invoicing		10	10						20	$ 4,407.23
1.3 Regular Project Management Meetings	4	20	24						48	$ 10,577.35
1.4 Project Management Plan	1	2	4						7	$ 1,497.57
Task 2 Assessment of Existing Policies, Programs, & Practices (Value Added Task)	**1**	**4**	**8**					**16**	**29**	**$ 4,658.38**
Task 3 Stakeholder Group/Community Engagement & Assessment	**18**	**78**	**42**	**0**	**16**	**36**	**106**	**20**	**316**	**$ 54,176.17**
3.1 Stakeholder Working Group	2	8	10				10		30	$ 5,363.97
3.2 Stakeholder & Public Outreach Schedule	16	64	24		16	24	80		224	$ 39,885.66
3.3 Webpage		4	4					20	28	$ 4,173.59
3.4 Evaluation & Analysis of Collected Information		2	4			12	16		34	$ 4,752.94
Task 4 Vision Statement	**2**	**8**			**16**				**26**	**$ 5,469.84**
Task 5 Data Collection & Analysis	**2**	**16**	**12**	**60**	**0**	**60**	**120**	**0**	**270**	**$ 34,970.03**
5.1 Data Analysis	2	16	12	60		60	120		270	$ 34,970.03
Task 6 Implementation & Evaluation Strategies	**10**	**40**	**36**	**0**	**60**	**76**	**0**	**0**	**222**	**$ 42,745.60**
6.1 Policy Development	2	8	16		16	16			58	$ 10,929.49
6.2 Safety Projects & Programs	2	16	12		24	40			94	$ 17,738.55
6.3 Implementation Framework	6	16	8		20	20			70	$ 14,077.56
Task 7 Vision Zero Plan Outline, Final Plan & Appendices	**6**	**20**	**24**		**16**	**40**		**80**	**186**	**$ 30,200.42**
Task 8 Draft Vision Zero Plan Presentation & Adoption	**2**	**8**	**10**						**20**	**$ 4,407.23**
Sub-Total	**48**	**210**	**174**	**60**	**108**	**212**	**226**	**116**	**1154**	**$ 195,403.35**
Direct Cost										
Traffic Data Collection										$ 48,500.00
Travel (Mileage & Travel Expenses)										$ 5,000.00
									Total	**$ 248,903.35**

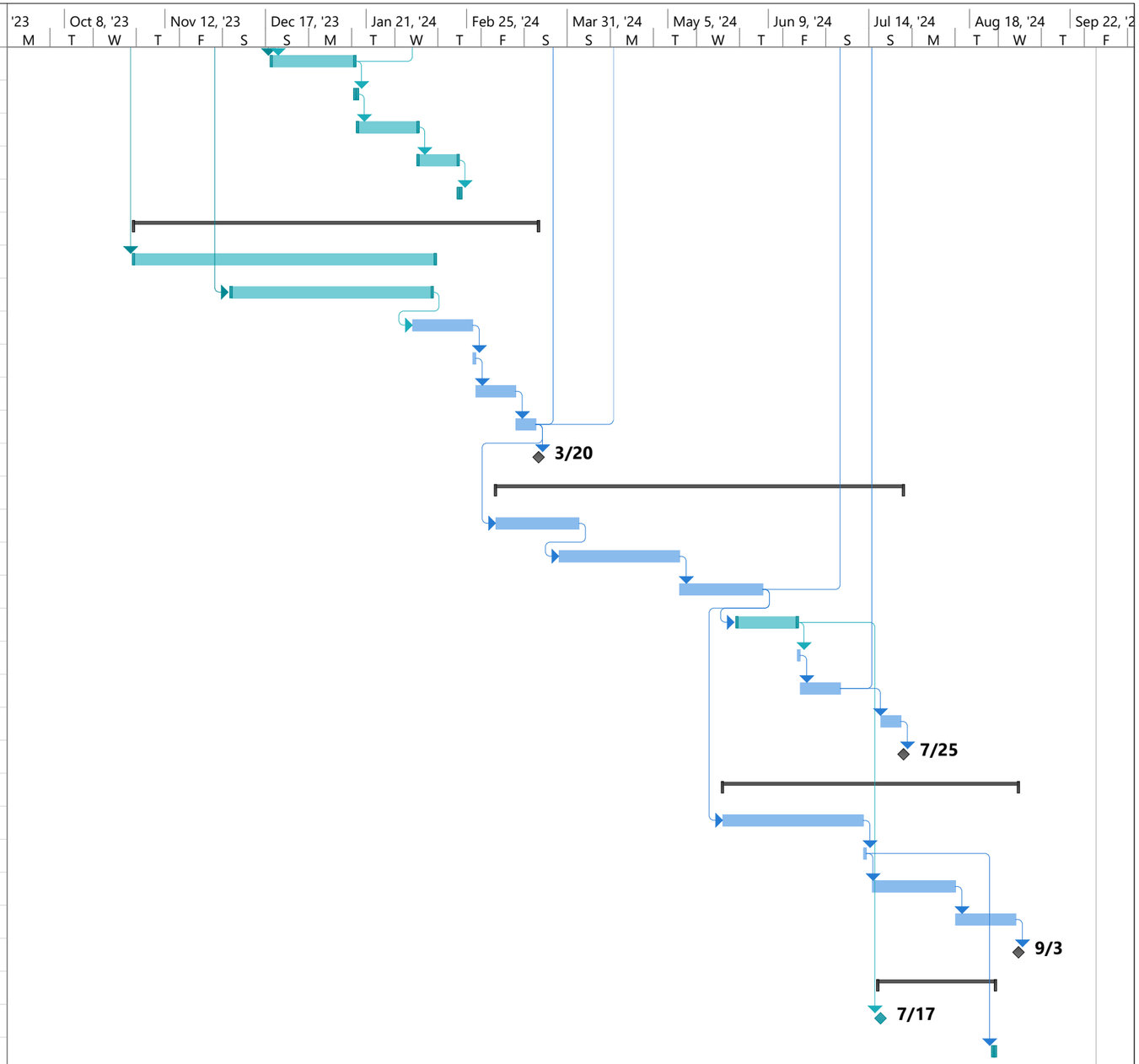
ID	Task Name	Duration	Start	Finish
1	**Project Management**	**261 days**	**Mon 10/2/23**	**Mon 9/30/24**
2	***Notice-to-Proceed***	1 day	Mon 10/2/23	Mon 10/2/23
3	***Kick-Off Meeting***	1 day	Tue 10/10/23	Tue 10/10/23
4	***Revised Scope of Work and Schedule***	5 days	Wed 10/11/23	Tue 10/17/23
5	Submit to South Lake Tahoe	1 day	Wed 10/18/23	Wed 10/18/23
6	***Regular Project Management Meetings***	**197 days**	**Tue 12/27/22**	**Wed 9/27/23**
17	***Project Management Plan***	5 days	Wed 10/11/23	Tue 10/17/23
18	Submit to South Lake Tahoe	1 day	Wed 10/18/23	Wed 10/18/23
19	**Assessment of Existing Policies, Programs and Practices**	**22 days**	**Wed 10/25/23**	**Thu 11/23/23**
20	Develop Draft Technical Memorandum	10 days	Wed 10/25/23	Tue 11/7/23
21	Submit to South Lake Tahoe	1 day	Wed 11/8/23	Wed 11/8/23
22	South Lake Tahoe Staff Review	7 days	Thu 11/9/23	Fri 11/17/23
23	Develop Final Technical Memorandum	3 days	Mon 11/20/23	Wed 11/22/23
24	Submit to South Lake Tahoe	1 day	Thu 11/23/23	Thu 11/23/23
25	**Vision Zero Task Force/Community Engagement and Assessment**	**199 days**	**Wed 10/11/23**	**Mon 7/15/24**
26	***Vision Zero Task Force***	15 days	Wed 10/25/23	Tue 11/14/23
27	***Vision Zero Task Force and Public Outreach Schedule***	**169 days**	**Wed 11/22/23**	**Mon 7/15/24**
28	Vision Zero Task Force Meeting 1	1 day	Wed 11/22/23	Wed 11/22/23
29	Vision Zero Task Force Meeting 2	1 day	Wed 2/7/24	Wed 2/7/24
30	Vision Zero Task Force Meeting 3	1 day	Wed 4/17/24	Wed 4/17/24
31	Vision Zero Task Force Meeting 4	1 day	Fri 7/5/24	Fri 7/5/24
32	Public Outreach Meeting 1	1 day	Wed 3/27/24	Wed 3/27/24
33	Public Outreach Meeting 2	1 day	Mon 7/15/24	Mon 7/15/24
34	***Webpage***	180 days	Wed 10/11/23	Tue 6/18/24
35	***Evaluation and Analysis of Collected Information***	**21 days**	**Mon 11/27/23**	**Mon 12/25/23**
36	Develop Draft Summary Matrix	7 days	Mon 11/27/23	Tue 12/5/23
37	Submit to South Lake Tahoe	1 day	Wed 12/6/23	Wed 12/6/23
38	South Lake Tahoe Staff Review	5 days	Thu 12/7/23	Wed 12/13/23
39	Develop Final Summary Matrix	3 days	Thu 12/14/23	Mon 12/18/23
40	Submit to South Lake Tahoe	1 day	Tue 12/19/23	Tue 12/19/23
41	**Vision Zero Statement**	**48 days**	**Tue 12/19/23**	**Thu 2/22/24**



Project: South Lake Tahoe Visio
Date: Fri 9/15/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

ID	Task Name	Duration	Start	Finish
42	Develop Draft Vision Zero Statement	21 days	Tue 12/19/23	Tue 1/16/24
43	Submit to South Lake Tahoe	1 day	Wed 1/17/24	Wed 1/17/24
44	City Staff Review	15 days	Thu 1/18/24	Wed 2/7/24
45	Develop Final Vision Zero Statement	10 days	Thu 2/8/24	Wed 2/21/24
46	Submit to South Lake Tahoe	1 day	Thu 2/22/24	Thu 2/22/24
47	**Data Collection and Analysis**	**101 days**	**Wed 11/1/23**	**Wed 3/20/24**
48	Data Collection	75 days	Wed 11/1/23	Tue 2/13/24
49	Data Analysis	50 days	Tue 12/5/23	Mon 2/12/24
50	Develop Draft Technical Memorandum	15 days	Tue 2/6/24	Mon 2/26/24
51	Submit to South Lake Tahoe	1 day	Tue 2/27/24	Tue 2/27/24
52	South Lake Tahoe Staff Review	10 days	Wed 2/28/24	Tue 3/12/24
53	Develop Final Technical Memorandum	5 days	Wed 3/13/24	Tue 3/19/24
54	Submit to South Lake Tahoe	1 day	Wed 3/20/24	Wed 3/20/24
55	**Implementation and Evaluation Strategies**	**102 days**	**Wed 3/6/24**	**Thu 7/25/24**
56	Policy Development	21 days	Wed 3/6/24	Wed 4/3/24
57	Safety Projects and Programs	30 days	Thu 3/28/24	Wed 5/8/24
58	Implementation Framework	21 days	Thu 5/9/24	Thu 6/6/24
59	Develop Draft Technical Memorandum and Policies	15 days	Wed 5/29/24	Tue 6/18/24
60	Submit to South Lake Tahoe	1 day	Wed 6/19/24	Wed 6/19/24
61	South Lake Tahoe Staff Review	10 days	Thu 6/20/24	Wed 7/3/24
62	Develop Final Technical Memorandum and Policies	5 days	Thu 7/18/24	Wed 7/24/24
63	Submit to South Lake Tahoe	1 day	Thu 7/25/24	Thu 7/25/24
64	**Vision Zero Plan**	**73 days**	**Fri 5/24/24**	**Tue 9/3/24**
65	Develop Draft Vision Zero Plan	35 days	Fri 5/24/24	Thu 7/11/24
66	Submit to South Lake Tahoe	1 day	Fri 7/12/24	Fri 7/12/24
67	South Lake Tahoe Staff Review	21 days	Mon 7/15/24	Mon 8/12/24
68	Develop Final Vision Zero Plan	15 days	Tue 8/13/24	Mon 9/2/24
69	Submit to South Lake Tahoe	1 day	Tue 9/3/24	Tue 9/3/24
70	**Vision Zero Plan Presentation**	**29 days**	**Wed 7/17/24**	**Mon 8/26/24**
71	Council Presentation 1	1 day	Wed 7/17/24	Wed 7/17/24
72	Council Presentation 2	1 day	Mon 8/26/24	Mon 8/26/24



Project: South Lake Tahoe Visio
Date: Fri 9/15/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:7

Agenda Item: Electrical Facilities Cost Sharing Agreement with the California Department of Transportation (Caltrans)

Executive Summary: In 2021, the City executed a Cooperative Agreement with Caltrans to design and construct safety upgrades along US 50 from the US 89 junction to Pioneer Trail, including the addition of pedestrian flashing beacons east of Brockway Avenue, east of Winnemucca Avenue, east of Cave Rock Avenue, east of Herbert and a new traffic signal at Johnson Boulevard. The Electrical Facility Cost Share Agreement will complete the maintenance and energy costs requirements for these new signals, including the existing traffic signals along US 50. Caltrans anticipates finalizing the design in 2023 and the start of construction by Spring 2024. The City has been paying for the energy costs of the traffic signals along US 50 under a prior agreement from 1986.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute an Electrical Facilities Cost Sharing Agreement with Caltrans for traffic signal maintenance and energy costs, and authorizing the transfer of $50,000 from the City's Undesignated General Funds to cover the City's share for Fiscal Year 2023-2024.

Responsible Staff Member: Anush Nejad, Director of Public Works

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

Attachments:

01-Staff_Report_-_CalTrans_Maintenance_Agreement.docx
02 - C-090-2021 Caltrans Coop Agreement
03-CalTrans Electrical Facilities Cost Sharing Agreement (Exh. A to Reso.)
04-Resolution_Caltrans_Maintenance_Agreement.docx
05-1986 Cost Sharing Agreement (C-08-86).pdf

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

Meeting Date: November 7, 2023

Title: Maintenance Agreement with Caltrans for Traffic Signals along US 50

Location: U.S. 50 between State Route 89 (Y") and Stateline

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

Background: On September 10, 2021, the city executed a Cooperative Agreement with the California Department of Transportation (Caltrans) to design and construct safety upgrades along US 50 from Junction 89 to Pioneer Trail. The project includes the addition of pedestrian flashing beacons east of Brockway Avenue, east of Winnemucca Avenue, east of Cave Rock Avenue, east of Herbert, and a new traffic signal at Johnson Boulevard. The agreement will complete the maintenance and energy costs requirements for these new signals, including the existing traffic signals along US 50. Caltrans anticipates finalizing the design in 2023 and constructing the project in 2025. The City has been paying for the energy costs of the traffic signals along US 50. (See Attachment 02 for Cooperative Agreement).

The project is currently in the final design phase and expected to be bid out this summer, with the start of the construction project by Spring of 2024.

Issue and Discussion: Caltrans is requesting an agreement with the maintenance and associated energy costs for all of the traffic signals in the corridor, including the new pedestrian signals and the new signal at Johnson Blvd. The City will pay the fair share of the costs for energy and maintenance (See Attachment 03 Maintenance Agreement). As a part of the agreement, the City would agree to pay its fair share of the costs bi-annually.

Financial Implications: The expected cost for the City's portion of energy and maintenance is approximately $50,000 per year. The attached Resolution will allocate $50,000 in the budget from Undesignated General Funds to Account 20103510-42030 for the Expected Cost Reimbursement.

Environmental Considerations: The proposed maintenance agreement is categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities) because it involves the maintenance and minor alteration of an existing public highway involving negligible or no expansion of existing or former use.

Policy Implications: The City's participation in paying the fair share costs will strengthen the relationship with Caltrans and allow the City to have proactive input in other aspects of signal timing and maintenance.

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COOPERATIVE AGREEMENT

This AGREEMENT, effective on 9/10/2021, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of South Lake Tahoe, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, United States 50 from Junction 89 to Pioneer Trail, improve roadway lighting, install green bike lane treatment and enhanced visibility crosswalks including pedestrian signals at mid-block crossings (PM 75.4/80.1) will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the Project Report.

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - RIGHT-OF-WAY

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

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4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

   - CALTRANS approved the Negative Declaration on September 19, 2019.
   - CALTRANS approved the Categorical Exclusion on September 19, 2019.
   - CALTRANS is developing the Project Report.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

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RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

9. CALTRANS is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - CALTRANS is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

      PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

    - CALTRANS is the RIGHT OF WAY IMPLEMENTING AGENCY

      RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

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Funding

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

    PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CEQA/NEPA Lead Agency

17. CALTRANS is the CEQA Lead Agency for the PROJECT.

18. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.

20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

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21. The PROJECT will not require environmental permits/approvals.

Plans, Specifications, and Estimate (PS&E)

22. As the PS&E IMPLEMENTING AGENCY, CALTRANS is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

23. CALTRANS will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

24. CALTRANS will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

25. PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents "Ready to List" (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement.

    CITY will ensure that any consultant involved in the preparation of the PS&E package will remain available to address all comments generated during the performance of the Final District PS&E Package and Contract Bid Documents "Ready to List" activities.

RIGHT-OF-WAY

26. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CALTRANS is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

27. CALTRANS will purchase easement rights in the CITY's name, identified as permanent easement areas, in the name of the CITY for CITY's decorative lighting improvements, which is part of this PROJECT. CITY agrees to accept easements.

28. Any condemnation for right of way easements will be in CALTRANS' name using a Director's Deed. CALTRANS will then convey those areas via Director's Easement Deed to the CITY, subject to approval by the California Transportation Commission. CITY agrees to accept easements.

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29. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.

30. CALTRANS will provide Right-of-Way Certification prior to PROJECT advertisement.

31. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

32. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

Schedule

33. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

34. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

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Additional Provisions

Standards

35. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users' Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual

Qualifications

36. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

37. CITY will issue any encroachment permits that are necessary for WORK within its jurisdiction and outside the State Highway System right-of-way. CITY will provide encroachment permits to CALTRANS, its contractors, consultants and agents, at no cost.

38. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

39. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

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Disclosures

40. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

41. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

42. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

43. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

44. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

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45. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CITY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

46. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM‑2 MANAGEMENT within the PROJECT limits.

    CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

47. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

48. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

49. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

50. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

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Accounting and Audits

51. PARTIES will maintain and ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP) that can properly accumulate and segregate incurred PROJECT costs and billings.

52. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

    PARTIES will retain all WORK-related records for three (3) years after the final voucher.

    PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

53. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

    CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

    The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

    The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

    Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

    Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

54. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

55. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

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Interruption of Work

56. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

57. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.

58. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

59. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

60. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

61. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

62. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

63. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

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Indemnification

64. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

65. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

66. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

67. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

68. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

    A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

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69. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

70. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

71. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

    Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

72. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

73. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

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Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

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SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Greg Wong

Greg Wong
Acting Deputy District Director
D3 Program, Project and Asset Management

Verification of funds and authority:

Varinder Gurcha

Varinder K. Gurcha
District Project Control Officer

CITY OF SOUTH LAKE TAHOE

Tamara Wallace
Mayor

Attest:

Susan Blankenship
City Clerk

Approved as to form and procedure:

Heather Stroud

Heather Stroud
City Attorney

DocuSign Envelope ID: FB539CED-8106-4317-8EC4-FA86F9810956

FUNDING SUMMARY NO. 01

FUNDING TABLE

v. 12

IMPLEMENTING AGENCY→			CALTRANS	CALTRANS		
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
STATE	CALTRANS	SHOPP	1,470,000	2,720,000	2,320,000	6,510,000
Totals			1,470,000	2,720,000	2,320,000	6,510,000

v 221

SPENDING SUMMARY

Fund Type	PS&E		R/W Support		R/W CAPITAL	Totals
	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	
SHOPP	1,470,000	0	2,720,000	0	2,320,000	6,510,000
Totals	1,470,000	0	2,720,000	0	2,320,000	6,510,000

DocuSign Envelope ID: FB539CED-8106-4317-8EC4-FA86F9810956

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

   That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

   Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

   In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

Plans, Specifications, and Estimate (PS&E)

5. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

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RIGHT-OF-WAY Support

6. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

7. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

DocuSign Envelope ID: FB539CED-8106-4317-8EC4-FA86F9810956

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third-party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

DocuSign Envelope ID: FB539CED-8106-4317-8EC4-FA86F9810956

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0743 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0743 except survival articles. All survival articles in agreement 03-0743 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

_____

Acting Deputy District Director
D3 Program, Project and Asset Management

Date: _____

Certified as to all financial obligations/terms and policies

_____

District Project Control Officer

Date: _____

CITY OF SOUTH LAKE TAHOE

_____

Title TBD

Date: _____

ELECTRICAL FACILITIES COST SHARING AGREEMENT WITH CITY OF SOUTH LAKE TAHOE

This ELECTRICAL FACILITIES COST SHARING AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the City of South Lake Tahoe ("CITY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. This AGREEMENT will specify the CITY's and STATE's respective costs associated with the installation, operation, maintenance, repair, and replacement of electrical facilities, including electronically-operated traffic control devices along State Route 50.

2. The PARTIES executed a prior Electrical Facilities Cost Sharing Agreement covering other areas of SR 50. This AGREEMENT supersedes the prior Electrical Facilities Cost Sharing Agreement. The prior Electrical Facilities Cost Sharing Agreement will not remain in full force and effect.

OPERATIVE PROVISIONS

1. Prior Electrical Facilities Cost Sharing Agreements. This Agreement supersedes the PARTIES' prior Electrical Facilities Cost Sharing Agreement dated February 4, 1986 (C-08-1986). The prior Electrical Facilities Cost Sharing Agreement will not remain in full force and effect.

2. Maintenance Responsibility. STATE shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code Section 27 and in accordance with California laws, regulations and STATE standards, including STATE's Maintenance Manual, policies, procedures and specifications in effect and as amended. "Maintain" or "maintenance" if applicable under this AGREEMENT includes routine inspections of all structures, devices and facilities, repairs, cleaning, replacements, and improvements, if necessary.

3. Amendment to Exhibit A. Changes to electrical facilities shown on Exhibit A resulting from future improvements or alterations to the limits of the SR 50 or alterations to the electrical facilities covered in this AGREEMENT may be made by each PARTY executing an amended Exhibit A and/or executing additional pages to Exhibit A that will be attached to this AGREEMENT and will supersede the original Exhibit A.

4. Amendment to Agreement. Except as provided in Section 3 above concerning Exhibit amendments, this AGREEMENT may only be amended by a written agreement executed by all PARTIES.

5. Successors. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the CITY's jurisdictional limits.

6. Electrical Facilities. This AGREEMENT specifies the CITY's and STATE's respective costs associated with the installation, operation, maintenance, repair and replacement of electrical facilities, including; electronically-operated traffic control devices, flashing beacons, traffic signals, safety lighting, sign lighting, controllers, sensors, load switches, and pedestrian hybrid beacons, along SR 50 and specifically listed in Exhibit A.

7. Cost Sharing and Apportionment. Exhibit A lists the percentage of electrical facilities costs apportioned to each PARTY and shall be based on STATE's actual costs.

8. Billing.

   A. Maintenance costs for shared flashing-beacons, traffic-signals, pedestrian hybrid beacons, and traffic-signal systems (including integral overhead lighting fixtures) identified in Exhibit A shall be based on actual costs, including but not limited to (1) the costs of installing, repairing and replacing the devices and device components; (2) the costs of regular inspection and maintenance; (3) labor, including overhead assessment; and (4) energy costs.

   B. Maintenance costs for all other safety lighting and sign lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each quarter, including but not limited to (1) the costs of installing, repairing, and replacing the devices and device components; (2) the costs of regular inspection and maintenance; (3) labor, including overhead assessment; and (4) energy costs.

   C. STATE will bill CITY [biannually] in arrears for CITY's share of electrical facilities costs listed in Exhibit A.

9. Legal Relations and Responsibilities.

A. No Third-Party Beneficiaries. This AGREEMENT is not intended to create duties, obligations or rights of third parties beyond the PARTIES to the AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and CITY facilities different from the standard of care imposed by law.

B. Indemnification. Neither CITY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. STATE shall fully defend, indemnify and save harmless CITY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY in connection with any work, authority or jurisdiction conferred upon CITY pursuant to this AGREEMENT. CITY shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

10. Termination. This AGREEMENT may be terminated by the mutual written consent of each PARTY.

11. Effective Date. This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.

12. Authority. Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. CITY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

13. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

14. Electronic Signatures. Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF SOUTH LAKE TAHOE	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Dated: _____ _____ Mayor	Dated: _____ _____ Deputy District Director Maintenance District 3
APPROVED: Dated: _____ _____ City Attorney	
Dated: _____ _____ City Clerk	

Exhibit "A"
ELECTRICAL FACILITIES AND COST SHARING AGREEMENT
COST APPORTIONMENT
STATE and City of South Lake Tahoe (CITY)
Effective October 17, 2023

BASIS OF COST DISTRIBUTION

State-Owned and Maintained
Billed by the State

Route and PM	Location	Type of Facility	Cost Distribution	
			State	CITY
ED-50-75.450	ED-50 & ED-89	T.A. Signal (EC005)	75%	25%
		6-150W LEDS (C70, C377-C381)	75%	25%
ED-50-75.830	ED-50 & 3rd St	T.A. Signal (EC026)	50%	50%
		4-87W LEDS (C255-C258)	50%	50%
ED-50-76.030	ED-50 & Tahoe Keys Blvd	T.A. Signal (EC046)	67%	33%
		Master Controller (EMC05)	67%	33%
		4-87W LEDS (C12-C13, C441-C442)	67%	33%
ED-50-76.280	ED-50 & Truckee Dr	2-164W LEDS* (C804-C805)	50%	50%
		1 PHB* (PHB03)	50%	50 %
ED-50-76.500	ED-50 & Lodi Avenue	T.A. Signal (EC050)	50%	50%
		4-87W LEDS (C45-C46,C443,C764)	50%	50%
ED-50-76.740	ED-50 & Sierra Blvd	T.A. Signal (EC048)	67%	33%
		4-87W LEDS	67%	33%

		(C14-C15, C480-C481)		
ED-50-76.920	ED-50 & Carson Ave/Rubicon Trail	T.A. Signal (EC008)	50%	50%
		4-87W LEDS (C16-C17, C482-C483)	50%	50%
ED-50-77.040	ED-50 & Brockway Ave	2-164W LEDS* (C806-C807)	50%	50%
		1 PHB* (PHB04)	50%	50 %
ED-50-77.523	ED-50 & Al Tahoe Blvd/Tulare Ave	T.A. Signal (EC009)	50%	50%
		Master Controller (EMC02)	50%	50%
		4-150W LEDS (C221-C222, C590-C591)	50%	50%
		4-165W LEDS* (C808-C809,C811-C812)	50%	50%
ED-50-77.650	ED-50 & Cave Rock Ave	2-165W LEDS* (C810, C813)	50%	50%
		1 PHB* (PHB05)	50%	50 %
ED-50-77.770	ED-50 & Lyons Avenue	T.A. Signal (EC010)	67%	33%
		4-150W LEDS (C566-C569)	67%	33%
ED-50-78.020	ED-50 & Tallac Ave	T.A. Signal (EC011)	67%	33%
		4-150W LEDS (C570-C573)	67%	33%
ED-50-78.030	ED-50 & Harrison Ave	1-165W LED* (C708)	50%	50%
ED-50-78.210	ED-50 & Lakeview Ave	T.A. Signal (EC012)	67%	33%
		4-150W LEDS (C574-C577)	67%	33%
ED-50-78.430	ED-50 & Rufus Allen Blvd	T.A. Signal (EC013)	67%	33%
		4-150W LEDS (C578-C581)	67%	33%

ED-50-78.650	ED-50 & Takela Dr	T.A. Signal (EC014)	50%	50%
		4-150W LEDS (C582-C585)	50%	50%
ED-50-78.770	ED-50 & Johnson Blvd	T.A. Signal* (EC054)	67%	33%
		5-165W LEDS* (C814-C818)	67%	33%
ED-50-78.890	ED-50 & Fairway Dr	T.A. Signal (EC015)	67%	33%
		4-150W LEDS (C586-C589)	67%	33%
		4-165W LEDS* (C819-C822)	67%	33%
ED-50-79.100	ED-50 & Herbert Ave	2-165W LEDS* (C823-C824)	50%	50%
		1 PHB* (PHB05)	50%	50 %
ED-50-79.290	ED-50 & Ski Run Blvd	T.A. Signal (EC016)	50%	50%
		4-150W LEDS (C36-C37, C281-C282)	50%	50%
ED-50-79.550	ED-50 & Wildwood Ave	T.A. Signal (EC017)	67%	33%
		2-150W LEDS (C38-C39)	67%	33%
ED-50-80.000	ED-50 & Pioneer Trail	T.A. Signal (EC018)	67%	33%
		2-150 LEDS (C223-C224)	67%	33%
		2-165W LEDS* (C825-C826)	67%	33%
ED-50-80.140	ED-50 & Park Ave	T.A. Signal (EC019)	50%	50%
		2-150W LEDS (C706-C707)	50%	50%
ED-50-80.215	ED-50 & La Salle St	2-137 LEDS (C249-C250)	67%	33%
ED-50-80.259	ED-50 & Friday Ave	T.A. Signal (EC041	67%	33%
		3-137W LEDS (C534-C536)	67%	33%

ED-50-80.375	ED-50 & Transit Way	1-137W LED (C254)	67%	33%
ED-50-80.437	ED-50 & Stateline Ave	T.A. Signal (EC020)	67%	33%
		2-150W LEDS (C638-C639)	67%	33%

Note: T.A. Signal – Traffic Actuated Signal
PHB – Pedestrian Hybrid Beacon

*Facility Added – Effective upon completion and acceptance of the project.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Authorizing Execution of a Maintenance Agreement with Caltrans for Energy and Maintenance Costs for Traffic Signals along US 50 and transferring $50,000 from Undesignated General Funds to Streets Account 20103510-42025, Contract Services for the Expected Cost Reimbursement

BACKGROUND

A. On September 10, 2021, the city executed a Cooperative Agreement with the California Department of Transportation (Caltrans) to design and construct safety upgrades along US 50 from Junction 89 to Pioneer Trail.

B. The project includes the addition of several pedestrian flashing beacons and a new traffic signal installation.

C. Caltrans is requesting an agreement with the maintenance and associated energy costs for all of the traffic signals in the corridor, including the new pedestrian signals and the new signal at Johnson Blvd. The City will pay a fair share of the costs for energy and maintenance

D. City's participation in paying the fair share costs will strengthen the relationship with Caltrans and allow the City to have proactive input in signal timing and maintenance aspects.

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 sign a Sigal Maintenance and Energy Costs Maintenance Agreement with the California Department of Transportation, which is attached hereto as Exhibit "A."

2. Authorizes the transfer of the $50,000 for expected annual cost reimbursement to Account 20103510-42030.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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.

C-8-86

ORIGINAL

AGREEMENT FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES WITH THE CITY OF SOUTH LAKE TAHOE

THIS AGREEMENT, made and executed in duplicate this 4th day of February, 19 86, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "State", and the City of South Lake Tahoe, hereinafter referred to as "City".

W I T N E S S E T H :

AGREEMENT

This agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State incurred costs in the City with the City.

ELECTRICAL

Electrical facilities include flashing beacons, traffic signals, traffic-signal systems, safety lighting and sign lighting on the State Highway System.

The cost of maintaining flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting now in place at the intersection of any State Highway Route and any City street/road shall be the responsibility of the State as shown in Exhibit A.

ELECTRICAL ENERGY

The cost of electrical energy to operate flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting now in place at the intersection of any State Highway Route and any City street/road shall be the responsibility of the City as shown in Exhibit A.

All energy to operate the facilities as shown on Exhibit A are to be billed directly from the utility company to the City.

It is agreed that monthly billings for utility-owned and maintained lighting will be the responsibility of the City.

Exhibit A will be amended as necessary by written concurrence of both parties to reflect changes to the system.

This agreement shall become effective February 4, 1986 and shall remain in full force and effect until amended or terminated.

The agreement as above may be amended or terminated at any time upon mutual consent of the parties thereto. This agreement may also be terminated by either party upon thirty (30) days notice to the other party.

CENTRAL RECORDS
FILE No.: 1047
C-8-86

EXHIBIT "A"

CITY OF SOUTH LAKE TAHOE Effective July 1, 1985

INTERSECTION SAFETY LIGHTING

STATE-OWNED AND MAINTAINED

Route	Location	Type of Facility	Cost Distribution State	City
			Maintenance	Energy
ED-50	Rte 89 & Mountain View	4-200 W Lamps	100%	100%
ED-50	Hwy 50 & Tahoe Keys Blvd	2-200 W Lamps	"	"
ED-50	Hwy 50 & Lodi Avenue	2-200 W Lamps	"	"
ED-50	Hwy 50 & Sierra Blvd	2-200 W Lamps	"	"
ED-50	Hwy 50 & Carson Avenue	2-200 W Lamps	"	"
ED-50	Hwy 50 & Al Tahoe	2-200 W Lamps	"	"
ED-50	Hwy 50 & Lyon Avenue	2-200 W Lamps	"	"
ED-50	Hwy 50 & Tallac Avenue	2-200 W Lamps	"	"
ED-50	Hwy 50 & Lake View Avenue	2-200 W Lamps	"	"
ED-50	Hwy 50 & Rufus Allen Blvd	2-200 W Lamps	"	"
ED-50	Hwy 50 & Takela Drive	2-200 W Lamps	"	"
ED-50	Hwy 50 & Fairway Avenue	2-200 W Lamps	"	"
ED-50	Hwy 50 & Ski Run Blvd	2-200 W Lamps	"	"
ED-50	Hwy 50 & Wildwood Avenue	2-200 W Lamps	"	"
ED-50	Hwy 50 & Pioneer Trail	2-200 W Lamps	"	"
ED-50	Hwy 50 & Park Avenue	2-200 W Lamps	"	"
*ED-50	Hwy 50 & State Line	1-310 W Lamp	"	"

*Douglas County, Nevada participates. City will enter into agreement for energy participation.

EXHIBIT "A"

CITY OF SOUTH LAKE TAHOE Effective July 1, 1985

TRAFFIC SIGNAL SCHEDULE

TRAFFIC SIGNAL MAINTENANCE

AND

BASIS OF COST DISTRIBUTION

STATE-OWNED AND MAINTAINED

Route	Location	Type of Facility	Cost Distribution State	City
			Maintenance	Energy
ED-50	Rte 89 & Mountain View	T.A. Signals	100%	100%
ED-50	Tahoe Keys Blvd	T.A. Signals	"	"
ED-50	Sierra Blvd	T.A. Signals	"	"
ED-50	Carson Avenue	T.A. Signals	"	"
ED-50	Hwy 50 & Al Tahoe	T.A. Signals	"	"
ED-50	Lyon Avenue	T.A. Signals	"	"
ED-50	Hwy 50 & Tallac Avenue	T.A. Signals	"	"
ED-50	Hwy 50 & Lake View Avenue	T.A. Signals	"	"
ED-50	Hwy 50 & Rufus Allen Blvd	T.A. Signals	"	"
ED-50	Hwy 50 & Takela Drive	T.A. Signals	"	"
ED-50	Hwy 50 & Fairway Avenue	T.A. Signals	"	"
ED-50	Hwy 50 & Ski Run Blvd	T.A. Signals	"	"
ED-50	Hwy 50 & Wildwood Avenue	T.A. Signals	"	"
ED-50	Hwy 50 & Pioneer Trail	T.A. Signals	"	"
ED-50	Hwy 50 & Park Avenue	T.A. Signals	"	"
*ED-50	Hwy 50 & State Line	1-310 W Lamp	"	"

*Douglas County, Nevada participates 33%. City will enter into agreement for energy participation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By Neva Roberts
Mayor

Myrna Vinson
City Clerk

*Approved as to form and procedure:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Attorney
Department of Transportation

LEO J. TROMBATORE
Director of Transportation

J. Dennis Crabb
City Attorney

By
District Director

By

*May be deleted if not applicable.

Approval by State's Attorney is not required unless changes are made to this form, in which case the draft will be submitted for Headquarters' review and approval by State's Attorney as to form and procedure.

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 1986-16

RESOLUTION AUTHORIZING MAYOR TO EXECUTE AGREEMENT WITH CALTRANS FOR SHARING COST OF MAINTENANCE AND ELECTRICAL COSTS OF TRAFFIC SIGNALS AND LIGHTING AT CITY STREET INTERSECTIONS ON HIGHWAY 50

RESOLVED by the City Council of the City of South Lake Tahoe that:

WHEREAS, it is necessary that an agreement be entered into between the City of South Lake Tahoe and the State of California for sharing the cost of maintenance and electrical costs of traffic signals and lighting at City street intersections on Highway 50;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. The City Council hereby approves the agreement between the City and the State of California; and

2. The City Council hereby authorizes execution of said agreement by the Mayor, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on February 4, 1986, by the following vote:

AYES: Councilmembers Cefalu, Laine, Roberts, Trupp and Woods

NOES: Councilmembers _____

ABSENT: Councilmembers _____

Nova Roberts
MAYOR

ATTEST:

Myrna Vindum
CITY CLERK

(CITY SEAL)

ap/PW.18

I, Myrna Vindum, City Clerk of the City of South Lake Tahoe, California, do hereby certify that this is a true and correct copy of the document as it appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of South Lake Tahoe, California this 4th day of February 1986.

Myrna Vindum, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:8

Agenda Item: Purchase Order with Sawtooth Industrial, LLC. for Snow Blower Repair

Executive Summary: During the winter of 2022-23, one of the snow blowers broke down and was removed from operations. Staff initially contacted SRM-Kodiak, the manufacturer of the equipment but they are not able to do the repair. Staff shipped the equipment to Sawtooth Industrial to evaluate the repairs and provide a quote for the repair of the equipment. The budget for this repair was anticipated and allocated in the Budget Reconciliation, which was approved by the Council on August 8, 2023. No additional budget is required at this time.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute a sole source Purchase Order with Sawtooth Industrial, LLC for snow blower repair for an amount of $71,766.

Responsible Staff Member: Responsible Staff Members: Anush Nejad, Director of Public Works and Phil Harwood, Fleet Supervisor

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

Attachments:

01-Staff Report-Sawtooth Industrail LLC Purchase Order Agreement.docx
02-Sole Source Justification.pdf
03 - Sawtooth Quote.pdf

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

Meeting Date: November 7, 2023

Title: Purchase Order Agreement with Sawtooth Industrial, LLC. for Snow Blower Repair

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Work – (530) 542-6031
Phil Harwood, Fleet Supervisor – (530) 542-6086

Background: During winter 2022-23, several snow blowers were damaged and removed from operations, including Unit 5054. Staff attempted to repair the blower, but the engine must be rebuilt. Staff initially contacted SRM-Kodiak, the manufacturer of the equipment. Kodiak informed staff that, at the present time, their repair facilities are not in operation. Staff shipped the equipment to Sawtooth Industrial to evaluate the repairs and provide a quote for the repair of the equipment. Sawtooth has the capability to repair this equipment and is recommended by Kodiak (See Attachment 02-Sole Source Justification).

Issue and Discussion: This damaged Snow Blower is one of the critical pieces of equipment in the Streets inventory, and the proposed repairs are essential to the snow operations. The engine requires complete re-built for optimal operation and compliance with Air Quality regulations. Sawtooth Industrial has broken down the equipment to determine the extent of repairs to provide a quote to the City. We anticipate the repairs to be completed and equipment shipped to the City before November 1, 2023.

Financial Implications: Staff has received a quote for $71,765.94 for the necessary repairs. See Attachment 2. City uses a shipping company and the cost of shipping has already been accounted for. Funding for the repair was appropriate on August 8, 2023, with the Winer Storm Budget Reconciliation, where $160,000 was appropriated to Account 207-03610 for the anticipated equipment repairs (Resolution 2023-069).

Environmental Considerations: This repair work 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 repair of the Snow Blower is essential in Snow Operations.

SOLE BRAND/SOLE SOURCE REQUEST
JUSTIFICATION/APPROVAL FORM

SOLE SOURCE VENDOR: Sawtooth Industrial LLC

ADDRESS: 50 E Ellis ST. Paul, ID 83347

ITEM TO BE PURCHASED: Repair damage form the winter see attached list.

1. Check reasons for sole source request:

____ **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.

_____ **Emergency Purchase**: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070

__X__ Sole **Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

_____ Federal **Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)

_____ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____

Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind: Kodiak CR55 blower box was damaged last winter season. The blower head needs to be rebuilt Kodiak custom built it. Sawtooth Industrial take over for Kodiak on the repairs.

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. Called Kodiak and found out the don't have a repair shop up and running at this time. Sawtooth industrial took over on repairs.

5. Can your requirements be modified to allow competitive products or services be used?
Explain:
No

REQUESTOR NAME/ DEPARTMENT: Phil Harwood / Public Works Fleet services

DEPARTMENT HEAD SIGNATURE: _____ DATE: 9/28/23

FINANACE DEPT. _____ DATE: 9/28/23

CITY MANAGER SIGNATURE: _____ DATE: 9/29/2023

city attorney _____ 9/29/23

Sawtooth Industrial LLC

50 E Ellis St.
Paul, ID
83347

Sales Order

Date	S.O. No.
7/17/2023	6

Name / Address	Ship To
City of South Lake Tahoe	

P.O. No.	Project
PHIL	

Item	Description	Ordered	Rate	Amount
P2-B73-1	Flange Yoke (REF# P2-B73-1)	1	312.46	312.46T
P2A330-1	60" x 24" Volute Shell Assembly, Front Guide Bearing, (P2A333-1 Rear Guid Bearing) (REF# P2A330-1)	1	8,895.50	8,895.50T
P2A407-1	60" x 24" Fan Back Assembly with Blades (REF# P2A407-1)	1	10,584.00	10,584.00
P2A481-1	Slide Block (REF# P2A481-1)	1	525.25	525.25T
PMC-5642	Prince Cylinder 4 x 42 (REF# PMC-5642)	1	1,172.07	1,172.07T
1810 Driveline	1810 Plow Head Driveline	1	1,852.39	1,852.39T
Labor	Shop Labor	120	150.00	18,000.00T
Rebuild	Plow 965 Box remove, clean, inspect, replace bearings, seals, clean-up gears	1	20,000.00	20,000.00T
Rebuild	Remove, Clean, Inspect, Reseal, Reinstall Center Drive Gear Box	25	150.00	3,750.00T
Rebuild	Repair broken sections of front ribbon assembly	6	150.00	900.00T
	Shipping Not Included Estimate subject to change			

This quote is valid for 30 days. Thank you for your business.

Subtotal	$65,991.67
Sales Tax (0.0%)	$0.00
Total	$65,991.67

$5,774.27
$71,765.94

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:9

Agenda Item: Third Amendment to Agreement with SierraCon Inc. for Construction Management and Commissioning Services for the Multi-Generational Recreation and Aquatic Center

Executive Summary: The Construction Manager represents the ownerâ€™s interest and provides oversight over the entire project directly for the owner and works with all parties to deliver the project on time, at or under budget, and to the ownerâ€™s expected standard of quality, scope, and function. SierraCon Inc. was selected as the Construction Manager for the Multigenerational Recreation and Aquatic Center Project in 2021, with the scope of work and cost to be negotiated. The total cost of construction management services to the completion of the project, which is expected to be in January 2026, is $940,796. In addition, staff has requested three months post-construction support for $72,523 and Commissioning Services for $154,800. The total negotiated amount for these services is $1,168,000.

Requested Action / Suggested Motions: Pass a Resolution appropriating $1,168,000 for construction management and commissioning services related to the Multigenerational Recreation and Aquatic Center Project and authorizing and directing the Mayor Pro Tem to execute Amendment 3 to Professional Services Agreement with SierraCon Inc. in an amount not to exceed $1,168,000.

Responsible Staff Member: Anush Nejad, Director of Public Works

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

Attachments:

01-Staff Report - Rec Center Award Sierra Con.docx
02-Amendment_3_to_Agreement_with_Sierra_Construction.docx
03 - Exhibit A to Amendment 3.pdf
04-Resolution-Budget_Approproation_and_Agreement_with_SierraCon.docx

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

Meeting Date: November 7, 2023

Title: Construction Management and Commissioning Services Related to Multi-Generational Recreation and Aquatics Center

Project Location: 1150 Rufus Allen Boulevard, South Lake Tahoe, CA

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

Background: On March 16, 2021, the City Council approved an agreement with SierraCon Inc. (SierraCon) for Construction Management Services for the Multi-Generational Recreation and Commissioning Services.

The Construction Manager (CM) represents the owner's interest and provides oversight over the entire project directly for the owner. His/her mandate is to work with all parties to deliver the project on time, at or under budget, and to the owner's expected standard of quality, scope, and function. The earlier a professional construction manager is retained, the greater the benefits.

Recognizing this need and in discussion with the project team, staff begin soliciting firms' qualifications to provide construction management services through all phases (design, bid, build). Staff released a Request for Qualifications (RFQ) to the public on January 5, 2021.

Five hundred and twenty-two (522) firms specializing in construction management were electronically notified. Sixty-two (62) firms registered as bidders and downloaded the RFQ documents. The Department of Public Works received electronic submittals on February 3, 2021. The City received thirteen (13) Statements of Qualifications (SOQ's).

All submittals received were distributed to the five (5) City's evaluation team members. Each one of the team members evaluated and then numerically scored each proposal based on the criteria outlined in the RFQ. The scores of all five evaluators were then added to achieve a cumulative score for each submittal and then averaged to obtain the initial review scoring, which provided a ranking. SierraCon Inc. was selected for the Pre-Construction and Bidding Phase for $791,243. The Construction phase was included in the scope of services to be determined at a later time.

On March 16, 2021, the City Council approved a base contract in the amount of $791,243 for Construction Management Services with SierraCon. On July 20, 2022, the City Council approved Amendment 1 for $330,072 for additional construction management services related to the design phase of the project. On April 6, 2023, the City Council approved Amendment 2 for $323,072 for construction management services related to Phase 1 construction, bringing the total contract value to $1,444,387.

Issue and Discussion: Staff has negotiated with SierraCon for the Construction Management services for Phase 2 construction. SierraCon has submitted a Proposal to the City, which includes the Commissioning Services. The total construction management services to the completion of the project, which is expected to be January 2026, is $940,796. In addition, staff has requested 3-month post-construction support for $72,523 and Commissioning Services for $154,800. The negotiated grand total amounted to $1,168,000.

Financial Implications: On August 8, 2023, during the award of the Recreation and Aquatic Center project presentation, staff estimated $1,000,000 for construction management services and $200,000 for commissioning services, for a total of $1,200,000. The proposed amendment is below the projected expenditure.

The attached resolution will appropriate funding for the Construction and Commissioning Services from the available cash on hand in the Measure P TOT fund. Along with the previous appropriations of $11,200,000, the total appropriations toward phase 2 from this funding source will amount to $12,368,000 which is marginally below the originally estimated total Measure P TOT cash on hand appropriations toward Phase 2 of $12,400,000.

Environmental Considerations: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file #2021120206). This action is included within the scope of the IS/MND, and no further environmental review is required under CEQA Guidelines section 15162.

Policy Implications: The Parks, Trails, and Recreation Master Plan identifies the Recreation Complex Facility and the 56 Acre Plan as recommended projects for the City and the County to pursue. The 2007 56-acre draft Plan includes the recreation facility and expanded amenities in the El Dorado Recreation Area and furthers mutual agency goals to enhance the recreation experience for residents and visitors.

AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

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

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule",** attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 3** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than April 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by April 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement, is hereby increased with this **Amendment No. 3** by the sum of **$1,168,000** as described within **Exhibit A** attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee (Amendment #1 Phase 1 Construction Management Services) of **$330,230,** plus the additional fees (Amendment #2) of **$323,072,** plus the additional fee (Amendment #3 - Construction management for Phase II, Post Construction Services and Commissioning Services of **$1,168,000,** for an amended total fee of **$2,612,545,** 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 Agreement to be executed on November 7, 2023.

CITY OF SOUTH LAKE TAHOE

By: Cody Bass, Mayor Pro Tern

CONSULTANT

Joe Stewart
President- SierraCon/CORE
Business License # 009926

APPROVED AS TO FORM:

Heather Stroud, City Attorney

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 Recreation & Aquatic Center

City of South Lake Tahoe
Anush Nejad
Director of Public Works
1740 D Street
South Lake Tahoe, CA 96150

September 27, 2023

RE: Recreation & Aquatic Center CM/PM Consultant Services Proposal

Dear Mr. Nejad,

SierraCon, Inc (SierraCon) is appreciative of the opportunity to provide the City of South Lake Tahoe (CSLT) this proposal for Construction Management/Project Management (CM/PM) professional consultant services for the upcoming Recreation & Aquatic Center project. This proposal serves as the basis of understanding for the Recreation & Aquatic Center project parameters and SierraCon's scope of work to be provided.

1. PROJECT PARAMETERS & SCOPE OF WORK

The project's bidding period completed in June, 2023 with a construction Notice to Proceed (NTP) anticipated to be issued in August of 2023, with substantial completion of the project in approximately November 2025, and final completion no later than January, 2026. SierraCon anticipates contract approval at the August 8, 2023 City Council meeting and beginning construction administration services in September of 2023. On-site construction management duties are anticipated to start on May 1, 2024 and end on December 1, 2025. SierraCon has included a TASK for assisting with additional closeout for 3 months, through February of 2026.

2. SCOPE OF WORK

Construction Management consulting is a professional service available with a goal of helping facilitate a project to it's completion, while enforcing contract documents, documenting the process, mitigating risk for the owner, and providing quality assurance in the field. By providing the experienced, skilled professionals to augment CSLT, SierraCon will pay continuing attention to critical details throughout the project to better ensure success. SierraCon will act as advisors to CSLT, and in the field, and coordinate with the General Contractor(s), A/E team and CSLT to better assure project progress and accountability. SierraCon's scope of work is based on the following direction from CSLT:

Consult on Building and Site Construction on behalf of CSLT -

a) Daily On-Site Construction Activity and Oversight, including but not limited to:
   - Being completely familiar with Contract Documents - Plans, Specifications, Contracts, Manufacturers Recommendations, etc. prior to start of construction
   - Providing assistance to CSLT PM on oversight of Contract Plans, Specifications, Contracts, Shop Drawings, RFI's, CO's, Force Accounts, etc. during construction

- Project Documentation including Monthly Reports, Noted Deficiencies, Photo Logs, Issues Tracking, Communications, All A/E Correspondence, etc. all in software system independent of general contractor documents.
- Coordination and Communication with A/E in conjunction with CSLT PM, with the understanding that the A/E is also an owner's onsite representative, for all design code and specification questions, exceptions, clarifications, etc.
- Coordination of Special Inspection (Material Testing, Performance Compliance Specifications, etc.). Requirements/Review Testing Results - Notify team of any deficiencies.
- Coordination with Design Team for anything effecting design interpretations/ recommendations/changes.
- Observe and document actual progress versus estimated progress, record and report conditions that may cause a delay in completion of work. Provide monthly executive summary report to Owner.
- Attend Weekly Progress Meetings, and additional project meetings as needed/ requested.
- Assist CSLT PM with IT/FF&E Coordination (contracted through CSLT)
- Monitor Contractor & A/E Punchlist
- Receive and Review (In Conjunction with CSLT PM and A/E) O&M Manuals
- Receive and Review (In Conjunction with CSLT PM and A/E) As-Built Drawings
- Complete Project Closeout Documents, Reviews etc. (In Conjunction with CSLT PM and A/E)
- Attend One Year Warranty Walk (In Conjunction with CSLT PM and A/E)

b) Coordinate as necessary, with El Dorado County Library and neighboring City of South Lake Tahoe campground and maintenance facility operations.
c) Schedule review, including but not limited to, tasks, logic, resource loading, pay applications/invoicing, overall progress, recovery, etc.
d) Shop Drawing/RFI/Submittal/CO/ASI/CCD/CR Reviews (In Conjunction with CSLT PM and A/E)
e) Review and coordinate with CSLT PM and Architect the Pay Applications/Invoices.
f) Receive and review for DIR prevailing wage compliance, as prepared and managed by General Contractors.
g) Assist CSLT PM with coordination of Jurisdictional Requirements.
h) All Project Communications and Coordination with CSLT Project Manager
i) Change Management Analysis and Recommendations – processing, tracking & coordination included.
j) Contract and provide coordination with UNVC for Commission Agent and Commissioning Inspections based on UNVC proposal for Systems and Enclosures Commissioning dated 9/27/23, and the specific terms listed below:
    - Based on the requirements of the specifications, failed tests typically require additional testing to meet performance goals. These tests will be billed to the client. It is the client's responsibility to then bill the appropriate parties.
    - Assumes free and clear access to the test areas, and lifts and/or scaffolding as required to fully access the interior and exterior of the test specimens.
    - Assumes a water source will be available and capable of providing 5 gallons of water per hour per square foot of the test specimen (within 200 ft of the test area).

- Assumes a 110-volt power supply will be available (within 100 ft of the test area)
- Testing equipment to be provided by general contractor.

3. RATE SCHEDULE

STAFF CLASSIFICATION		HOURLY RATE
Project Director / Executive		345
Director of Field Operations		265
Construction Manager		225
Assist. Construction Manager		200
Field Engineer		175
Assist. Field Engineer - Punch List		148
Project Accountant		140
General Superintendent		228
MEP Manager		223
Schedule / Procurement Manager		170

4. ASSUMPTIONS, EXCLUSIONS, AND TERMS OF AGREEMENT

Assumptions –

- Full access to site to be provided during working hours and when general contractor is on-site
- Base contract for is approximately 27 months (NTP to Substantial Completion) starting in September 2023, plus an additional month of administration assistance only for closeout.
- If the construction schedule is delayed, SierraCon reserves the right to adjust the Rate Schedule.

Exclusions –

- Procurement and management of special inspections – field coordination included
- Procurement and management of FF&E purchase and installation – field coordination included
- Procurement and management of SWPPP compliance consultant & inspections – field coordination included
- Management of A/E contract – field coordination included
- Management of general contractor(s) contract – field coordination included
- Overtime (Above allowance included in fee proposal)

Terms of Agreement –

- SierraCon invoice on a % complete basis based on a schedule of values.
- SierraCon invoice not tied to general contractor pay application approval.
- Owner requested additional services can be performed on T&M basis, based on rates included in this proposal
- Overtime rates are at time and a half plus added vehicle burden at straight time
    - SierraCon has included an Allowance for Overtime within the contract values. ~10% of base scope hours.
- If additional analysis of cost and/or schedule change management is required due to a dispute or claim, the work is to be completed as a change order to SierraCon to provide support on T&M basis, based on rates included in this proposal.
- This proposal is in addition to and separate from the services and costs included in the SierraCon preconstruction and bidding PSA (C-029-2021) originally dated March 16, 2021; as adjusted through amendment #2.

5. FEE SUMMARY

TASK		COST
Phase 2 Base Scope of Work:		$1,168,119
Phase 2 Scope Allowance Tasks:		$0
TOTAL BASE + ALLOWANCES:		**$1,168,119**

Refer to Exhibit A's, attached to this proposal, for detailed breakdown of proposed fee and UNVC Proposal for details.

Sincerely,

Doris Kelly
Vice President of Operations

EXHIBIT A – City of South Lake Tahoe Recreation and Aquatic Center – PHASE 2

SierraCon, Inc. 9/27/2023

ANTICIPATED TASK	STAFF CLASSIFICATION	HOURLY RATE	TOTAL TASK HOURS	MONTHLY SCHEDULE / HOURS 2023 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	MONTHLY SCHEDULE / HOURS 2024 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	MONTHLY SCHEDULE / HOURS 2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
				PRE CON										Procurement														Construction											
BASE SCOPE OF WORK (MANAGEMENT)																																							
Construction Management - On-Site Management (Construction Oversight Through Closeout) September 2023 - January 2026)	Project Director	$345	218											8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	Construction Manager	$225	2,184											84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84
	Asst. Construction Manager	$200	1,092											42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42
	Field Engineer / MEP / QC	$175	420											0	0	0	0	0	0	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21
	Field Engineer / Super	$175	0																	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Schedule Manager / Procurement	$170	0											0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Director of Field Operations	$265	0																	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Project Accountant	$140	210											8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	TASK COST	**$887,696**																																					

BASE SoW (MANAGEMENT) – SUBTOTAL	**$887,696**

BASE SCOPE OF WORK (CONSUMABLES)		
Document Control, Printing & Reproduction Costs		$0
Vehicles Expenses		$48,000
Software: ProCore / Bluebeam / Video Conferencing		$5,100
Jobsite Trailer Office	By GC	$0
Jobsite Toilets & Wash Facilities (for CM Team)	By GC	$0
Photography and Construction Records		$0

BASE SoW (CONSUMABLES) – SUBTOTAL	**$53,100**

BASE SCOPE OF WORK – TOTAL	$940,796

ADDITIONAL SCOPE																																							
Overtime if Requested / Required (Allowance ~10%)	Construction Manager	$337	0																																				
	Asst. Construction Manager	$301	0																																				
	Field Engineer / MEP / QC	$262	0																																				
	Field Engineer / Super	$262	0																																				
	Vehicles	$12	0																																				
	TASK COST	**$0**																																					
Provide Monthly Drone, Web Cam & Structionsite Progress Documentation																																								
	Operating Tech & Software	$0	LS																																				
	WebCam & Software	$0	LS																																				
	TASK COST	**$0**																																					
Participate in BIM Coordination & Review																																							
	BIM Coordinator	$223	0																																				
	TASK COST	**$0**																																					
Post Construction Services – coordination of FF&E install, closeout documentation & warranty transition – based on 3 months post substantial completion	Asst. Construction Manager	$200	252	half time																																			
	Field Engineer / MEP / QC	$175	126	quarter time																																			
	TASK COST	**$72,523**																																					
3rd Party Consultants to be contracted through SierraCon / CORE – UNVC Systems and Envelope Commissioning – proposal dated 9/16/23																																							
	Bldg Enclosure Commissioning	$70,200	LS																																				
	LEED & Systems Commissioning	$84,600	LS																																				
	Precon CX Review	$0	LS	by JKAE																																			
	Additional CX Services	$0	LS	by City																																			
	TASK COST	**$154,800**																																					

ADDITIONAL SCOPE – SUBTOTAL	**$227,323**

BASE SOW + ALLOWANCES – TOTAL	**$1,168,119**



City of South Lake Tahoe Recreation and Aquatic Center
Systems & Enclosure Commissioning

Cx & BECx Services Fee Proposal – ~~9.16.2023~~ **9.27.2023**

John Burningham
801.641.7270
jburningham@unvc.net

Robert Lundeen
8018646710
rlundeen@unvc.net

A BETTER COMMISSIONING EXPERIENCE

SUBJECT: CSLT Recreation and Aquatic Center

UNVC is celebrating 22 years in the commissioning business in 2023. Over the years, we have had the opportunity to partner with the State of Nevada and UNR Planning and Construction dept on many great projects, including Pennington Engineering Building and South Reno DMV. UNVC has also worked closely with CORE Construction on a wide variety of projects, from dormitories to schools, to athletic training centers to critical infrastructure buildings, and is in the process of wrapping up the TDVA Tahoe Event Center. These projects and our people have been instrumental in our continued evolution as an innovative building commissioning company. I hope that as you read this proposal, you will pay attention to the nuances of our firm and our commissioning process, as it is in these details that we separate ourselves from other firms. While commissioning has been around for a few decades, our approach has not. We are redefining what it means to commission a building, ensure it works, and ensure owners that they are getting what they are paying for.

Our team is lined up and excited to work with your design team, CORE / Sierra Construction, and their subcontracting team. We have extensive experience with several of these team members, having worked with them on various projects in the northern Nevada region. Their experience, when coupled with our team's unique experience and backgrounds, will yield a well-optimized building. As you review our qualifications in the Statement of Qualifications Section, you will see that we all have deep roots in the field as technicians, engineers, contractors, owners, and building operators. We understand what it is like to own, design, build and operate a building. With that understanding, we know how to best work with your team and establish a mutual respect that benefits all parties.

PROJECT UNDERSTANDING

- Building Levels: 2 levels
- Square Footage: 64,200
- Substantial Completion: 18-month construction period 5/2024 - 12/2025 occupancy
- Owner Project Manager: City of South Lake Tahoe
- Facilities Manager/Operator: Public Works Dept.
- Architect: JK Architecture
- CM: CORE Construction/Sierra Construction
- Standards: Title 24, LEED Goal goal.
- Design Phase Cx Efforts by Mead and Hunt
- 3 LEED Cx points + 2 LEED BECx points = 5 total to be provided per Mead and Hunt Score Card

The following systems shall be commissioned:

- HVAC
- Plumbing Systems
- Controls, BAS
- Electrical Systems
- Glazing Systems
- Air, Moisture, Thermal Control Systems
- Roofing Systems
- Subgrade Systems

COMMISSIONING TEAM

Our team will primarily consist of Michael Ruesch as the Commissioning Project Manager, Matt Marshall as the Commissioning Project Engineer, Derek Shupe as Test & Balance Engineer, Garrett Dodge as the Cx Testing Manager, and Robert Lundeen as the BECxA. You will have one of the most experienced Commissioning Teams in the Reno, Nevada Area, each with design and field applications engineering experience and more than 40 years of systems test and balance experience.

Each of us will be involved from the beginning until the end. We also have the capacity to lean on our other team members (30+ in all) to provide additional expertise, manpower, and support to ensure the schedule is met and the commissioning effort is comprehensive.

Project Manager/CxA	**Michael Ruesch**	**Main point of contact, in meetings, coordination, the driver of Cx efforts**
Project Engineer	Matt Marshall	Engineering oversight and support to team members
CxA Testing	Garrett Dodge, Derek Shupe, Scott Payne	Coordinates and performs all testing
Project Principal	John Burningham	Oversight and support to all team members
Enclosure BECxA	Robert Lundeen	Inspections, testing, issue resolution, coordinate w Brooke BECx efforts
BECx Testing	Zach Johnson	Enclosure testing technician

The Cx scope of work would begin immediately in the early phase of construction to review the installed equipment and work with contractors through start-up, testing, balance, and close-out to provide a high-quality building for the owner. The operations schedule and sequence of operations will be 100% checked out to ensure all building and equipment safeties and alarms are working with the Building Management System (BMS). The sequence of operations will be thoroughly tested, and a point-to-point will be executed on 100% of the MEP to ensure critical function and performance. The equipment will be reviewed to ensure that it is operating to the design conditions noted on the equipment schedules. The rooftop and common area equipment will be checked out at 100% to ensure high-quality installation and performance of the new equipment.

We include monthly site reviews, and maintenance access walks into the proposed contract to enhance coordination with the contractors on site. The coordination meetings with the MEP team add tremendous value to the project and provide an extra level of owner quality control and communication with the site teams. We look forward to the opportunity to work with the project team to deliver an exceptional, high-performing building.

We are very excited about the new opportunity to work with the City of South Lake Tahoe and demonstrate the benefits of a well-commissioned building. If you have any questions or clarifications, please call me at 801.641.7270.

Best Regards,
John Burningham

COMMISSIONING SERVICES FEE PROPOSAL

Activity	Systems Commissioning Activity Description	CX SCOPE	Notes
CONSTRUCTION PHASE ACTIVITIES – ALL DESIGN PHASE CX EFFORTS (DESIGN REVIEWS) HAVE BEEN COMPLETED BY MEAD & HUNT PER DORIS KELLY'S EMAIL 9.21.2023			
Submittal & Shop Drawing Review (LEED, spec, not email)	UNVC to review 100% related shop drawings and submittals. At a minimum, reviews will address constructability, sequencing, performance, function, durability, and related systems interface. Deviations from the OPR must be noted. Provide review comments to MEP related submittal and shop drawings either concurrently or sequential to the design team's review.	x	
Owner's Project Requirements (OPR)	UNVC to clarify Cx OPR Requirements. Assist the design team in developing the OPR as it relates to related building systems. Align OPR with owner priorities (provide a reference to priorities). Additional priorities may include the following: • Occupant's Functional Experience • Life Cycle Cost • Energy Efficiency (Cost) • First Cost • Maintenance & Operations Costs • Constructability • Safety • Renewable Energy • Environmental Stewardship Etc.	x	
Commissioning Plan	UNVC to provide a Cx plan as necessary for changes made to the contact documents (ASIs, PRs, Addenda, COs), approved equipment, controls systems, etc. once subcontractors have been bought out, submittals approved, and value engineering efforts have been completed.	x	
Cx Kick-Off Meeting	UNVC to facilitate an in-person meeting for the project team with a review of the Cx process including roles, responsibilities, deliverables, schedule, OPR, and milestones.	x	
Develop Preliminary Cx / Construction Schedule	UNVC to coordinate with the general contractor in identifying Cx milestones within the overall project schedule. UNVC will ensure milestones are placed appropriately and tracked on the project schedule.	x	
Sequence of Operations / Controls Integration Coordination Meeting	UNVC to facilitate a review of proposed controls strategies. Ensure participation of the MEP engineering team, building operators, subcontractors, and related vendors. Review to occur after submittals have been approved.	x	
First Install Reviews	UNVC to review contractors documentation of equipment to ensure proper installation per the construction documents, industry standards and manufacture's recommendations. The following at a minimum are recommended. • Piping, including piping supports, underground, overhead • Duct, including sealing • Terminal equipment • Fan coil units • Piping insulation	x	

Activity	Systems Commissioning Activity Description	CX SCOPE	Notes
	• Duct insulation • Overhead rack electrical distribution • Electrical voltage drops • Occupancy and daylighting sensor		
Start Up Testing - Contractor Performed - UNVC Witnessed / Reviewed	UNVC to be onsite for the startup when requested for major pieces of equipment and major systems, listed below, to ensure proper procedures per manufactures recommendations. UNVC to ensure that startup forms are completed by manufactures representative using manufactures recommended forms. • AHU • Boilers • Chillers • Pumps with VFDs • ERVS • Packaged RTUs • Dx condenser units (over 5 tons) • VRF units • Heat pumps (over 5 tons) • Generators UPS systems	x	
Static Testing – Contractor Performed UNVC Witnessed / Reviewed	Contractor to perform static testing and complete forms. UNVC to check the forms, not witness the testing, to verify static measurements. Equipment and testing to be reviewed at a minimum. • Duct Pressure • Pipe Pressure • Pipe Flushing • Megger Test • Torque Test • Hi-POT Test • Chlorination Test • Panel IR Test • Transformer Oil • Ground Resistance • Piping Slope Verification • Breaker Testing • Generator Load Bank Test Battery Back Upload Bank	X	UNVC is witnessing a significant portion of the static testing and can be there to ensure it is done correctly.
Prefunctional Testing (PFT) – Contractor Performed / UNVC Reviewed	UNVC will create the PFT forms for all pieces of equipment. UNVC to then review the contractor completed forms and spot verify equipment to ensure proper installation of all the systems. • Mechanical equipment • Lighting • Panelboards	x	

Activity	Systems Commissioning Activity Description	CX SCOPE	Notes
	• Emergency electrical backup • Plumbing fixtures • Mixing valves • Security access controls • Electrical outlets		
Functional Performance Testing (FPT) – @ 25% Contractor Performed - UNVC Witnessed / Reviewed	UNVC will create Functional Performance Testing (FPT) forms. **UNVC witness the contractor performed testing**. A 25% confirmation of all systems will be required including main equipment, terminal equipment, controls points, lighting controls, plumbing fixtures and equipment. UNVC to ensure Operations and Maintenance manuals and startup reports are delivered to UNVC prior to FPT.	x	Significant failures will require additional testing and witnessing by the CxA. Note the allotted number of site visits anticipated.
Retesting of Equipment and Systems	UNVC to coordinate with contracting team retesting efforts. In the event of a failure, all parties to support the effort to investigate and provide a remediation path to be taken by the contracting team. Retesting in excess of number of contracted tests to be performed at the expense of the General Contactor via the Owner.	x	
Sequence of Operations (SOO) Testing – 25% Option	UNVC to review and test 25% of SOOs for all mechanical, plumbing, and electrical equipment. All main systems and pieces of equipment plus at least two terminal pieces of each system must be tested. The controls contractor must be present. Verify and provide documentation (screen shots) that SOOs meet the intent of the OPR.	x	
Proportional, Integral, and Derivative (PID) Loops	UNVC to test each PID loop for hysteresis and tuned. To increase effectiveness Auto-Tuning is prohibited.	x	
Commissioning Meetings and Site Inspections	UNVC to facilitate with the project team periodic coordination meetings to review the commissioning effort. Issues to be reviewed typically include sequencing, constructability, testing, schedule, field issues, and resolutions. It is suggested that the building operators attend whenever possible. Site inspection of current MEP efforts also included. Frequency as follows: • Early Construction - Cx Kick Off meeting only • Construction/MEP Install - Onsite monthly • Testing/Substantial Completion - Onsite weekly / 25% checkout • Occupancy – 1 visit early occupancy and 6 mo. / seasonal testing	**24 visits anticipated**	Additional visits / site presence beyond 24 to be billed at the rate below
Issues Resolution	UNVC to provide timely assistance the project team members to aid in the resolution of deficiency, omissions, and non-conformance issues. UNVC will request relevant contractors to be present for site inspections.	x	
Review Systems Manual	Review the contractor provided MEP systems manual to ensure completeness – MEP Systems to be reviewed.	x	
Preventative Maintenance Plan Review	Cx to review PM plans as submitted by the contractor to ensure facilities management understands anticipated PM efforts.	x	
Ongoing Cx Plan	UNVC to provide building operators an ongoing Cx plan to help ensure performance and avoid building performance drift over time.	x	
Season Testing & Six Month Post Occupancy Review	UNVC to facilitate a review of the commissioned systems with the design team, vendors, contracting team, building operators to review new issues, warranty issues, unresolved issues, seasonal testing (by contractors) etc. prior to the expiration of the warranty period.	x	

Activity	Systems Commissioning Activity Description	CX SCOPE	Notes
Cx Process Tracking	General Contractor to update the owner at each Owner/Architect/Contractor meeting. OAC meeting minutes to track the following: • Number of open Cx issues • Number of resolved issues • Date of last site observation/site test • Date of next site observation/site test • Major issues UNVC to record all issues in Cx log via Cx Alloy or Contractor's PM software (e.g., ProCore, Bluebeam, etc.)	x	
LEED Documentation	UNVC to upload to the LO the required construction phase documentation and resolve as needed.	x	Design phase documentation to be provided by Mead and Hunt and or the design team.
Final Cx Report	Final report to include the following. All drawing reviews, final OPR, final Cx plan, BECx specifications, all site reports, all testing reports. • Executive summary • Unresolved issues • PFT results • FPT results • Cx log • Cx meeting minutes • Start Up reports • SOO & ~~Point to Point~~ reports • Static test forms • Trending reports (when contracted) • Owner training documents (agenda, forms, evaluation forms) • ~~Cx design reviews~~ • Cx submittal reviews • Final Cx plan	x	Report to the owner and team.

FEE	Enhanced	Notes
Total Services Fee (Construction and Closeout Activities) – 3 LEED Points & the Cx Prerequisite	**$67,800**	24 visits anticipated
Additional Services as Needed		
Monitoring Based Cx (assuming the design accounts for the necessary components) + 1 LEED Points	$8,800	
Site Visits by CxA, PM, or Testing Lead per Visit (includes lodging and travel	$2,000 / day	add 4 visits for issues $8,000
Enclosure Commissioning (see below for a full description) + 2 LEED Points	See Below	

- All travel related expenses, lodging, meals, airfare, mileage, etc., are included in total hourly fee budget. Total Commissioning - $84,600
- UNVC to provide all testing equipment as it relates to the commission scope. Any test that UNVC is to witness the expectation (and noted in the RFQ) is that the contractor will provide their own testing equipment.
- UNVC will conduct visual inspections of installed electrical systems per NETA Acceptance Testing Specifications.

- Retesting will be provided by UNVC in an expedient manner such that deficiencies do not collect over time but are eliminated as they are identified. Retesting efforts to be billed at $175 per hour with a 4-hour minimum.

BUILDING ENCLOSURE COMMISSIONING SERVICES COST PROPOSAL

Activity	Building Enclosure Commissioning Activity Description	Recommended BECx	Notes
CONSTRUCTION PHASE ACTIVITIES			
BECx Kickoff Meeting	Meet with the project team and enclosure subcontractors to review the building enclosure commissioning process. This meeting is specifically focused on construction activities including milestones, responsibilities, point of contact and distribution, expectations, the enclosure mockup, enclosure inspections, upcoming testing, and common enclosure deficiency conditions.	x	Virtual Meeting intended
Enclosure Mockup Testing	Functional Performance Testing based on design intent, manufactures performance requirements, and industry best practices, is conducted to verify the performance of products and systems. Testing includes air and infiltration, water penetration, and adhesion. Mockup testing must be attended by representatives of the owner, general contractor, and enclosure subcontractors. We recommend first install of two windows and adjacent wall, AWB, and flashings – no cladding.	1 Day	
Functional Performance Testing	Functional Performance Testing based on design intent, manufactures performance requirements, and industry best practices. Testing includes air and infiltration, water penetration, and adhesion. Testing must be attended by representatives of the owner, general contractor, and enclosure subcontractors.	2 Days	
Enclosure Periodic Site Inspections	Periodic site inspections of the building enclosure installation. The installation is reviewed versus the Enclosure Systems Checklists, installation instructions, architectural and shop drawings, and good industry practice. Results are reviewed with the general contractor and related subcontractors, as well as tracked in an Enclosure Site Inspection Report for distribution to the project team.	4	More or less can be provided if requested.
Whole Building Air Test (WBAT) and Thermographic Inspection	The ASTM E779 Whole Building Air Test is a 10-18 hour test of the enclosure to measure unintentional air leakage through the enclosure. During this test, the building must be closed to non-testing personnel except a representative of the general contractor. The test is conducted with large fans placed in the entrances and measuring devices spread throughout the building. Additionally, a thermographic imaging inspection of the exterior provides a visual representation of the air leakage. Code requires design goal of 0.4 cfm psf/envelope, but no verification. Many owners opt to leverage a WBAT to ensure performance. Based on our preliminary review a 0.25 (better than 0.4) may be achievable which will increase building performance over the life of the building.	x	See fee summary
Enclosure Functional Performance Re-Testing	In the event of a test failure, we participate in the identification and remediation by the installer, verifying the proposed solution will solve the problem without causing additional issues, and be repeatable for similar conditions on the building. Once remediation is complete the location is	x	

Activity	Building Enclosure Commissioning Activity Description	Recommended BECx	Notes
	retested. Often, additional locations are tested to ensure the remediation is consistent throughout the enclosure.		
CLOSEOUT ACTIVITIES			
Final Building Enclosure Record	Summary of all BECx activities including drawing review comments, submittal reviews, checklists, site inspections, functional performance testing.	x	
Post Occupancy Review, PM Plan & LEED Documentation	Per LEED, a warranty phase review and Preventative Maintenance plan will be provided. LEED documentation uploaded to LEED Online. Resolution and follow up as needed to ensure 2 pts.	x	

Fee Summary	Recommended BECx	Notes
BECx Fee (as outlined above, including 3 days of testing and 4 site inspections) + 2 LEED Points	$41,000	
Whole Building Air Test and Thermal Scan (per spec to verify 0.4 cfm/sf per ASTM E779, per IECC 2018)	$10,000	
Construction Phase BECx Fee	**$51,000**	
Additional Fees – if requested		
Full day of Air and Water Testing (air barrier, windows, interfaces)	$4,200	
Site Inspections, Issues Resolution, Report	$3,000	
Whole Building Air Test (WBAT)	$10,000	
Thermal Scan	$2,000*	

*$4,000 if not done at the same time as the WBAT, due to the extra travel, prep, coordination, etc.

Total $70,200

- Site Inspections, and Functional Performance Testing activities include travel time, materials, costs, and reporting.
- Based on the requirements of the specifications and decisions of the design team, failed tests typically require additional testing to meet performance goals. These tests will be billed to the client. It is the client's responsibility to bill the appropriate parties then.

Items Provided by UNVC as Part of Services:

- BECxA, Program Manager, and Test Technicians.
- All equipment necessary to perform functional performance testing.
- Activity reports documenting findings, recommendations, and results.

Items Provided by Others:

- Free and clear access to the test areas, lifts, and / or scaffolding as required to access the interior and exterior of the test specimens fully.
- Water source capable of providing 5 gallons of water per hour per square foot of the test specimen (within 200 ft of the test area).
- 110-volt power supply (within 100 ft of the test area).
- Temporary protection of vulnerable areas from excess moisture related to functional performance testing.
- Repair of damage which may result from testing activities.

John Burningham
801.641.7270
jburningham@unvc.net

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Appropriation of Funds for Construction Management and Commissioning Services for the Multi-Generational Recreation and Aquatics Center Project Phase 2 in an amount of $1,168,000

BACKGROUND

A. The City of South Lake Tahoe has designated the Multi-Generational Recreation and Aquatics Center a viable and highly desired community project.

B. The City Council Awarded the Construction of the Project to Roebbelen Constructing, Inc. on August 8, 2023.

C. SierraCon Inc. (SierraCon) was selected through a competitive qualification process and was awarded the Construction Management Services on March 16, 2021.

D. The Department of Public Works has negotiated an Amendment to SierraCon contract for construction management and Commissioning for Phase 2.

E. The Department of Public Works recommends awarding the Construction Management Services for Phase 2, three months of Post Construction services, and Commissioning Services to SierraCon for a total of $1,168,000.

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

1. Appropriates a total of $1,168,000 from Measure P TOT fund cash of hand to Account 30160018-42020, Professional Services, to fund Phase 2 project costs.

2. Authorizes and directs the Mayor Pro Tem to execute Amendment #3 for Construction Management for Phase 2, Post Construction Services and Commissioning Services to SierraCon Inc. for $1,168,000.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor Pro Tem

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 7, 2023

Agenda Item #:10

Agenda Item: Amendment to Permanent Local Housing Allocation (PLHA) Grant Eligible Activities

Executive Summary: The California Department of Housing and Community Development (HCD) released the Notice of Funding Availability (NOFA) for the Permanent Local Housing Allocation (PLHA) beginning in 2019 to provide local government a permanent, on-going source of funding for housing-related projects and programs that assist in the unmet needs in their communities. Staff is recommending City Council adopt the resolution to amend the application originally authorized by Resolution (Resolution 2020-060) to expand the Eligible Activities to the PLHA 5-year plan to provide more flexibility for implementation.

Requested Action / Suggested Motions: Pass a Resolution amending the Permanent Local Housing Allocation (PLHA) formula grant application to expand the Eligible Activities to the PLHA 5-year plan to provide more flexibility for implementation.

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

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

Attachments:

01-Staff_Report_-_PHLA.docx
02-Resolution-PHLA_Amendment.pdf
03-Res 2020-060 Authorizing Resolution for an Application for PLHA.pdf

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

Meeting Date: November 7, 2023

Title: Amendment to Permanent Local Housing Allocation (PLHA) Grant Eligible Activities

Location: Citywide

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Background: The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for $195 million for the Permanent Local Housing Allocation (PLHA) program. Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 363, Statues of 2017). SB 2 established a Fund and authorized HCD to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet needs of their communities. Under the Formula PLHA program, the City of South Lake Tahoe is eligible to receive up to $994,219 over five years. The City has been awarded with the first, second, and third year-allocation totaling $729,776. Staff will respond to the fourth round NOFA when it is released in Fall 2023. There is also a competitive PLHA grant in which Sugar Pine Village was awarded $5,000,000 in both 2021 and 2022 totaling $10,000,000.

On July 14, 2020, the City Council adopted Resolution No. 2020-060 to authorize an application for, and receipt of, PLHA funds to fund a first-time homebuyer down payment assistance program. The City was awarded, and the Standard Agreement was executed on June 21, 2021.

Issue and Discussion: A Request for Proposals (RFP) was released in March 2022 to solicit proposals from outside entities to administer a first-time homebuyer down payment assistance program. The City received no responses to the proposal. With the lack of responses, City staff began an analysis of the efficacy of a homebuyer assistance program in the current market.

City staff did an assessment on local home prices in comparison to incomes to better understand how many residents could be assisted through a down payment assistance program. Data demonstrates that there is a mismatch between the homebuyer market and local incomes which would require an outsized amount of funding to make a down payment assistance program viable. The amount of money available would not create benefit for a consequential number of people. As such staff sought alternative uses for the money that would benefit the largest number of people while meeting the objectives of the Housing Element and Strategic Plan.

It is recommended that the City Council adopt the resolution authorizing the amendment to the PLHA application that was initially authorized by Resolution 2020-060. To provide the greatest flexibility of uses, the expanded eligible activities per the PLHA Final Guidelines include the following:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or moderate-income households, including necessary operating subsidies.

6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

9. Homeownership opportunities, including, but not limited to, down payment assistance.

Financial Implications: The PLHA is a noncompetitive grant process available from HCD, which the City is eligible to receive annual allocations over a five-year period for a total of $994,219. The first-year allocation was $165,703, the second-year allocation was $264,548, the third-year allocation was $299,525. The exact amount of future allocations is not known at this time as it is based on a formula allocation of funds collected for the SB 2 Fund. The PLHA grant guidelines will allow the City to charge up to five percent (5%) for each annual allocation for grant administration, which is currently totals $26,488 for three rounds.

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, Section 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: Exploring the feasibility of a local discretionary funding source to leverage access to and increase competitiveness for outside funds is identified as an action item within the City Council's Strategic Plan.

The discussed action would be consistent with the following adopted General Plan Housing Element policies and programs:

Program 1-4 The City shall work with affordable, workforce, and other multifamily housing proponents to direct them to Community Plan or Area Plan areas where incentives are already in place to allow for the additional coverage that could enable achievement of the densities necessary to make a project "pencil out." The City will also seek opportunities to incentivize the construction of new housing to serve large renter households.

Policy 1-10 The City shall actively seek opportunities to obtain federal, state, and local funding for affordable housing and community development and implementation of General Plan policies and programs to support housing affordability, community development and safety.

Policy 2-1 The City shall ensure a stable community by helping tenants to become homeowners and preserving the ability for residents to afford housing in the community where they grew up.

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.

Policy 2-9 The City shall strive to provide housing opportunities that are affordable for workers earning between 60 and 180 percent of the area median income. The City recognizes that police and fire personnel, schoolteachers, nurses, and other public service employees are an essential component of the local workforce.

Resolution 2023 - XXX
City of South Lake Tahoe

AUTHORIZING RESOLUTION OF City of South Lake Tahoe City Council

AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

A necessary quorum and majority of the City Council Members of the City of South Lake Tahoe City Council hereby consents to, adopts, and ratifies the following resolution:

A. WHEREAS, the Department is authorized to provide up to $335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;

C. WHEREAS City of South Lake Tahoe is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA $ 994,219.00 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**

5. **If applicable**: Applicant certifies that it was delegated by City Council Members to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

12. The City Manager is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City Council this 7 day of, November 2023, by the following vote:

AYES: Enter no. ABSTENTIONS: Enter no. NOES: Enter no. ABSENT: Enter no.

Signature of Approving Officer: Signature of Approving Officer

Cristi Creegan, Mayor

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of the City of South Lake Tahoe attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of South Lake Tahoe City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: Signature of Attesting Officer

Signature of Attesting Officer

Susan Blankenship, City Clerk

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Resolution 2020-060

Adopted by the City of South Lake Tahoe City Council

July 14, 2020

Authorizing Resolution for an Application for, and Receipt of, Permanent Local Housing Allocation (PLHA) Funds

A necessary quorum and majority of the City Council Members of the City of South Lake Tahoe hereby consents to, adopts and ratifies the following resolution:

BACKGROUND

A. The State of California (the "State"), Department of Housing of Housing and Community Development ("Department") is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. The Department issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program.

C. TheCity of South Lake Tahoe is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. The Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients.

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

1. If the City receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the City may have with the Department.
2. The City is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA **$994,219** in accordance with all applicable rules and laws.
3. The City hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City and the Department.
4. The City certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program

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operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

5. The City certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
6. Pursuant to the City's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
7. Pursuant to the Section 302(c)(4) Plan in the PHLA Grant Application, the City plans to use the funds for homebuyer assistance in the form of down payment assistance.
8. The City certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
9. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
10. The City Manager is authorized and directed to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to the City, as the Department may deem appropriate.
11. Upon award of the PLHA grant, the City Manager is authorized to load the first-year allocation of funds into the FY 19/20 budget as follows:

    Budget Account 25306010

Revenue	
33244 Housing Community Dev. Grants	$165,703
Expenditures	
42010 Official/Administrative Services	$157,418
50011 Staff Time	$8,285

Adopted by the City of South Lake Tahoe City Council on July 14, 2020 by the following vote:
Yes: Bass, Collin, Laine, Middlebrook and Wallace

DocuSigned by:
jason
3679671408A34A2...

Date: 7/15/2020

Jason Collin, Mayor

Attest:
DocuSigned by:
2D6FDBDD39A94AF...

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 7, 2023

Agenda Item #: 11

Agenda Item: Sale of Surplus Vehicles and Equipment and Ratification of Donation Agreement with Tahoe Coalition for Homeless

Executive Summary: Fleet Services has evaluated the City's current inventory of vehicles and equipment and generated a list of items for auction. Fleet Services has provided the rationale for declaring the listed items as surplus and directing the sale of City assets. The items listed have reached the end of their serviceable lifecycle or are otherwise not repairable. The adopted surplus policy allows for the sale to the public of items and vehicles that are deemed surplus or have reached the end of their lifecycle. Staff is requesting the City Council pass the attached resolution directing the sale of vehicles, equipment, and other assets. The resolution also ratifies a 2020 Donation Agreement with Tahoe Coalition for the Homeless for a surplus vehicle.

Requested Action / Suggested Motions: Pass a Resolution declaring certain vehicles and equipment as surplus, directing the sale of vehicles, equipment and other City assets, and ratifying a 2020 Donation Agreement with Tahoe Coalition for the Homeless for a surplus vehicle.

Responsible Staff Member: Anush Nejad, Director of Public Works and Phil Harwood, Fleet Supervisor

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

Attachments:

01-Staff Report - Surplus Property
02-Resolution - Surplus Vehicles and Property.docx
03-Surplus Property List (Exh. A to Reso).pdf
04-TCH Donation Agreement (Exh. B to Reso).pdf

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

Meeting Date: November 7, 2023

Title: Surplus Property and Ratification of Donation Agreement

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Works - (530) 542-6031
Phil Harwood, Fleet Supervisor (530) 542-6086

Background: Fleet Services has evaluated the listed items and provided the rationale that they have reached the end of their serviceable lifecycle or are otherwise not repairable. The adopted surplus policy (within Financial Policies: Preserving Capital Investments – Fixed Assets Capitalization and Inventory Control Policy) allows for the sale of public items and vehicles deemed surplus or have reached the end of their lifecycle (See Exhibit A). The policy also has a provision for donation of these items.

In December 2020, the City entered into a Donation Agreement with Tahoe Coalition for the Homeless to transfer possession of a city owned 2003 Ford Explorer to the Coalition at no cost (See Exhibit B). The Donation Agreement is presented for ratification by City Council.

Issue and Discussion: The attached listing of proposed auction items includes a list of vehicles and a brief justification for the recommendation to dispose of each asset. Along with the various vehicles and equipment is the request to dispose of various small tools, surplus items from warehouse stock, and other items of lesser value that have reached their service life and/or have become inoperable. Ratification of the attached Donation Agreement will be effective as of September 30, 2023 which is the City's fiscal year end.

Financial Implications: Auction proceeds generate revenue and will be used to offset the cost of purchasing vehicles and/or equipment in the FY 2023/24 budget year. Fleet Services uses large cooperative governmental auctions. These auctions historically return higher proceeds and offer greater accountability.

Environmental Considerations: The sale of Surplus Property is not a project subject to review under CEQA Guidelines section 15378(b)(2) (continuing maintenance or administrative activities such as purchases for supplies).

Policy Implications: Proceeds from the proposed auction will be used to purchase replacement assets, lowering the overall cost of replacements. Replacing old vehicles and equipment lowers maintenance & supply costs. New equipment designs often improve efficiencies and the reduced maintenance downtime will reduce labor hours required for maintenance and increase equipment availability, lowering costs.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Declaring certain vehicles and equipment as surplus, directing the Sale of Vehicles, Equipment, and other City Assets and ratifying the Donation Agreement with Tahoe Coalition for the Homeless

BACKGROUND

A. In the listing attached hereto as Exhibit A, Fleet Services has evaluated the listed items and provided the rationale that they have reached the end of their serviceable lifecycle.

B. The attached listing was reviewed by the Fleet Supervisor and the Director of Public Works, and it was determined to be in the interest of the City that these items be auctioned.

C. The adopted surplus policy allows for the sale of public items and vehicles that are deemed surplus and/or have reached the end of their serviceable lifecycle. The policy also allows to donate surplus property.

D. The Donation Agreement (Exhibit B) dated December 2020 between the City and Tahoe Coalition for the Homeless donated, conveyed and transferred a 2003 Ford Explorer to the Coalition at no cost.

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

1. Approve and direct the Fleet Supervisor to sell the items on Exhibit A in a public governmental contracted auction.
2. Ratifies the Donation Agreement with Tahoe Coalition for the Homeless to transfer from the City to the Coalition a 2003 Ford Explorer (VIN #1FMZU72K932B38621) for charitable uses as specified in the agreement. The ratification is effective September 30, 2023 which is the City's fiscal year end.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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.

1. Unit 1282, year 2014 Ford Taurus wrecked patrol unit.
2. Unit 1300, year 2019 Chevy Tahoe wrecked patrol unit.
3. Unit 1283, year 2015 Ford Interceptor wrecked patrol unit.
4. Unit 2158, year 2015 Toyota Tacoma wrecked PD unit.
5. Unit 1276, year 1993 AM General needs engine replaced.
6. Unit 5035, year 1984 John Deere 544C loader. Beyond service life.

CITY OF SOUTH LAKE TAHOE

DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into as of the __ day of December, 2020, by and between Tahoe Coalition for the Homeless, with its principal place of business located at 1120 3rd St. Suite B, South Lake Tahoe, CA 96150 ("Coalition") and City of South Lake Tahoe, a California Municipality, with its principal office located at 1901 Lisa Maloff Way, South Lake Tahoe, California, 96150 ("City"). The Coalition and City shall be referred to herein collectively as the "Parties" or each as "Party".

RECITALS

WHEREAS, the City is a municipality of the State of California and the donation will constitute a "charitable contribution" within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the City owns a 2003 Ford Explorer, Vehicle Identification Number #1FMZU72K932B38621 (the "Vehicle").

WHEREAS, upon completion of certain conditions precedent, the City wishes to donate and contribute the Vehicle to Coalition, solely for a public purpose and Coalition wishes to accept such donation.

NOW, THEREFORE, the Parties hereby agree as follows.

1. **Donation of 2003 Ford Explorer**

   (a) Pursuant to Article 16, Section 6 of the California Constitution, City agrees to donate, convey and transfer to Coalition, and Coalition agrees to receive and accept from City, all of the City's right, title and interest in and to the Vehicle subject to the terms, conditions and provisions hereof.

   (b) City shall transfer possession of the vehicle to the Coalition at no cost to the Coalition. In addition, City shall provide Coalition with the Vehicle's certificate of title and submit the release of liability to the Department of Motor Vehicles.

   (c) Coalition shall accept the Vehicle on an "AS IS" "WHERE IS" basis in its present state and condition and the City disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, concerning the Vehicle.

(d) The Coalition agrees to maintain the Vehicle in good working order and agrees to relinquish the City from any and all liability and responsibility for the Vehicle.

2. **Charitable Use.** The Coalition intends and agrees to use the Vehicle solely for public purposes within the meaning of Article 16, Section 6 of the California Constitution.

3. **Disclaimer of Warranties/Indemnification.**

(a) **Disclaimer of Warranties.** City makes no warranty with respect to the performance of the Vehicle, whether express or implied, statutory or otherwise.

(b) **Indemnification.** Coalition 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. Coalition agrees to defend City from and against any and all losses, damages, claims costs and fees arising out City's negligent acts, errors, omissions, regarding the subject Vehicle.

4. **Prohibition of Sale.** Coalition represents that it is acquiring the Vehicle for the Public's benefit. Coalition agrees that it will not directly or indirectly offer, transfer, sell, assign, pledge or otherwise dispose of the Vehicle for profit.

5. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless pursuant to a writing executed by each of the Parties.

6. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts located in the County of El Dorado, California, shall have exclusive jurisdiction over any claim arising under this Agreement.

7. **Notices.** All notices herein authorized or required to be given to City shall be sent certified mail, registered mail or overnight express, postage prepaid, to the City at:

City of South Lake Tahoe
Police Department
1352 Johnson Boulevard
South Lake Tahoe, CA 96150
Attention: Chief David Stevenson

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

CITY OF SOUTH LAKE TAHOE:

By _____
City Manager

TAHOE COALITION FOR THE HOMELESS:

By _____

APPROVED AS TO FORM:

By _____
Assistant City Attorney

ATTEST:

By _____
City Clerk

12/9/2020

Your liability for this vehicle may not be released if you submit illegible or incomplete information.

PRINT YOUR CHARACTERS IN CAPITAL LETTERS USING BLACK OR BLUE INK-READ INSTRUCTIONS ON REVERSE SIDE.

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 0 1 2 3 4 5 6 7 8 9

DMV MICROGRAPHICS USE ONLY

NOTICE OF RELEASE OF LIABILITY

MAIL THIS FORM TO DMV

A. BUYER'S TRUE FULL NAME *(LAST)*: PURRINGTON

(FIRST): CHEYENNE

(MIDDLE): D.

B. IF DEALER, CHECK BELOW: ☐

C. BUYER'S ADDRESS: PO BOX 13514

D. ODOMETER READING: 152,862

E. CITY: SO LAKE TAHOE

STATE: CA

ZIP CODE: 96151-

F. DATE OF SALE: MO. 12 DAY 10 YR. 2020

G. SELLER'S TRUE FULL NAME *(LAST)*: IRVIN

(FIRST): JOSEPH

(MIDDLE): D

H. SELLER'S ADDRESS: 1901 LISA MALOFF WAY

I. SELLING PRICE: 0

J. CITY: SO. LAKE TAHOE

STATE: CA

ZIP CODE: 96150-

K. SELLER'S SIGNATURE: X Joseph D.

VEHICLE ID NUMBER	YR MODEL	MAKE	PLATE NUMBER
1FMZU72K93ZB38621	2003	FORD	2QRU716

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #: 12

Agenda Item: Additional Appropriation of Funds for Airport Hangar Repairs

Executive Summary: The hangars at Lake Tahoe Airport are still in need of repairs due to the winter of 2022-2023 and deferred maintenance over the years. The airport is looking to ensure these needs are meet prior to the 2023-2024 snow season.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Finance Director to appropriate $100,000 from Airport Available Fund Balance for Airport Maintenance needs due to 2022-2023 Snow Season and Deferred Maintenance.

Responsible Staff Member: John Dickinson, Airport Manager

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

Attachments:

01- Staff Report-Airport Hangar Repair
02-Resolution-Airport Hangar Improvements Budget Appropriation

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

Meeting Date: November 7, 2023

Title: Appropriating $100,000 from Airport Available Fund Balance for Airport Maintenance needs due to 2022-2023 Snow Season and Deferred Maintenance

Application Location: Airport

Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182

Background: During the 2022-2023 winter season the airport sustained significant damage to the hangar facilities and is in desperate need to complete upgrades and deferred maintenance before the new snow season.

Issue and Discussion: The airport is looking to appropriate $100,000 from its cash balance on hand to fix hangars and upgrade needs before the new snow season. This will allow the airport to have less issues to address and keep staff on task for FAA needs.

Financial Implications: Airport cash balance will be allocated to fund the repairs. No general funds will be utilized. These funds will be placed into account number 501-05130-43025

Environmental Considerations: The project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(d) (Existing Facilities – restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety).

Policy Implications: The contracts will be procured based on requirements outlined in the City's purchasing policy and procedures.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Appropriating $100,000 from Airport Available Fund Balance for Airport Hangar Repair and Improvements due to Winter Conditions and Deferred Maintenance

BACKGROUND

A. On October 4, 2022, and November 15, 2022, the City Council approved new rates for certain fees to help eliminate subsidies from the General Fund. This has allowed the Airport to increase revenues, maintain financial balance for the Airport, and allocate these funds for additional Airport projects and needs.

B. There is approximately $1,200,000.00 in Airport fund balance currently available that can be utilized for additional Airport maintenance needs and capital projects.

C. The 2022-23 Winter Season has caused damages to the hangars. As a result, repairs are required to maintain the Airport in a satisfactory manner.

D. Deferred Maintenance needs to be completed before the Snow Season of 2023-2024 to ensure all hangars are readily available.

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 Finance Director to Appropriate $100,000 into the expense line item 501-05130-43025

Adopted by the City of South Lake Tahoe City Council on November 7, 2023, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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 7, 2023

Agenda Item #: 13

Agenda Item: Excess Sites Local Government Matching Grants for the Sugar Pine Village affordable housing project Phase 2B

Executive Summary: In July 2023, the State of California Housing and Community Development Department (HCD) released a Notice of Funding Availability (NOFA) for the Excess Sites Local Government Matching Grants Program (LGMG) 2023 - Round 3. The project was awarded $4,999,999 in program funds. A resolution from the City demonstrating local government contribution and the project budget for the Sugar Pine Village affordable housing project - Phase 2B is required within 30 days of award.

Requested Action / Suggested Motions: Pass a Resolution supporting the application of the Related Companies of California LLC for the Local Government Matching Grants Program and approving Sugar Pine Villlage Phase 2 Housing Partners, L.P. budget for the Local Government Matching Granit Program.

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

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

Attachments:

01-Staff_Report_-_Phase_2B_LGMG.docx
02-Resolution_-_LGMG_Sugar_Pine_Phase_2B.pdf
03-SPV2B City Coverage Letter.pdf

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

Meeting Date: November 7, 2023

Title: Excess Sites Local Government Matching Grants Program Application for the Sugar Pine Village affordable housing project

Location: 1888 Lake Tahoe Boulevard and 1029 Tata Lane

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Background: The Sugar Pine Village project is a proposed 248-unit affordable housing project, with onsite community service facilities on 11.6 acres of land owned by the State of California. This project is a result of the Governor's Executive Order N-06-19, which directed the California Department of General Services (DGS) to identify excess state properties as potential affordable housing development sites. In July 2020, the State announced they had selected Related Companies of California LLC (Related) in partnership with the St. Joseph Community Land Trust to construct and manage the Sugar Pine Village project.

Since June 2020, the City of South Lake Tahoe has been an active partner in the development of the project. As a first step of financial commitment, the City Council at its November 17th, 2020 meeting authorized a $566,629 loan for predevelopment costs (Resolution 2020-109) and a $1,250,000 loan to purchase banked land coverage at the airport (Resolution 2020-110). The loans were funded by Program Income from repayments of loans from the Redevelopment Agency (RDA) Low- and Moderate-Income Housing Fund and the City's undesignated reserve fund, respectively. At its October 19, 2021 meeting the City Council also approved a $627,626 loan of HOME Program Income. This brings the City's total commitment toward the project to $2,444,255.

To date, approximately $100,000,000 in tax credits and grant applications have been applied for and secured using the City's initial approximate $2.4 million commitment as a local match.

Project financing and construction is being done in four phases. Phase 1A (68 units) and Phase 2A (60 units) are currently under construction. Site preparation and construction of the modular units for Phase 1A began in fall 2022 and site preparation for Phase 2A began in summer 2023. The two final phases, 1B and 2B, contain 60 units each.

A total of $19,943,000 in LGMG funds has been awarded across all four phases. The table below summarizes the financing strategy for the entire project.

Source	Phase 1A	Phase 1B	Phase 2A	Phase 2B
City RDA Loan	566,629			
City Coverage Loan	254,487		995,513	
HOME PI Loan		625,000		
City Sources	821,116	625,000	995,513	0

Federal Tax Credit Equity	19,766,293	17,412,333		18,584,150
State Tax Credit Equity	5,722,864			
Perm Loan	2,768,500	4,887,000	2,015,000	2,345,000
State Housing Accelerator			23,888,864	
State MHP	12,127,500	7,448,016		17,450,000
State AHSC			10,551,967	
State IIG	3,195,900	2,910,000	2,965,000	2,998,000
State PLHA	4,750,000	4,750,000	4,750,000	
State HOME		5,162,446		5,910,614
State LGMG	5,638,066	5,000,000	4,304,935	4,999,999
Deferred Developer Fee	500,000	500,000		500,000
Total Sources	54,290,238	48,694,795	49,471,279	52,787,763

	Committed	Applied For	Identified

Issue and Discussion: In July 2023, the State of California Housing and Community Development Department (HCD) released a Notice of Funding Availability (NOFA) for the Excess Sites Local Government Matching Grants Program (LGMG) 2023 - Round 3. The LGMG program's primary objectives are to accelerate affordable housing production on state excess sites.

The project was awarded $4,999,999 in LGMG funds for use in Phase 2B. A resolution from the City Council that approves the budget, including all funding sources, and demonstrates local government contribution is required within 30 days of funding award. The City is in possession of 63,389 square feet of land coverage necessary for the development of Phase 2B. This is valued at $475,417.50 (City Letter, Attachment 3). Per Resolution 2023-051, the City Council delegates to the City Manager the authority to distribute development rights and land coverage at no cost to multi-family projects which are deed restricted to low-income as defined by the Department of Housing and Community Development (HCD) annual State Income Limits.

Staff recommends that the City Council adopt a resolution for Phase 2B supporting the application and approving the project budget.

Financial Implications: Any expenditures associated with this resolution has been previously authorized by Resolution 2023-051. No additional costs are anticipated.

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

Policy Implications: The recommended action is consistent with the City Strategic Plan which identifies supporting the Sugar Pine Village Project as Action Item 1.3.1.

The recommended action is also consistent with the following adopted policies and programs:

City General Plan Housing Element

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

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

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the city.

Resolution of the Governing Body

RESOLUTION NO._____

A RESOLUTION OF THE GOVERNING BODY OF City of South Lake Tahoe SUPPORTING THE APPLICATION OF The Related Companies of California, LLC FOR THE LOCAL GOVERNMENT MATCHING GRANTS PROGRAM; APPROVING Sugar Pine Phase 2B Housing Partners, L.P. BUDGET FOR THE LOCAL GOVERNMENT MATCHING GRANTS PROGRAM

WHEREAS:

A. On January 15, 2019, Governor Gavin Newsom signed Executive Order No. N-06-19, which allows the production of Affordable housing on state-owned Excess Sites ("**Excess Sites**")**.** The Executive Order authorizes the Department of General Services ("**DGS"**) and the Department of Housing and Community Development ("**Department**") to identify and prioritize Excess Sites for sustainable, cost-effective, and innovative multi-family Affordable housing projects.

B. On June 30, 2020 **DGS and the Department selected** The Related Companies of California, LLC to develop Affordable housing at 1860 Lake Tahoe Blvd **("selected project")** pursuant to Executive Order No. N-06-19.

C. Chapter 111, Statutes of 2021 (Assembly Bill (AB) 140) makes several statutory changes for the purpose of implementing the housing and homelessness provisions of the Budget Act of 2021, which establishes the Excess Sites Local Government Matching Grants ("**LGMG**") Program (hereafter, "**Program**") to be administered by the Department.

D. The Program was allocated up to $30 million to provide funds for Predevelopment and Development Costs to selected projects that receive a financial contribution from a Local Government, as defined pursuant to Health and Safety Code section 50704.80(b). Funding for the Program is made available pursuant to Health and Safety Code section 50704.81(a)(2).

E. The Department has issued a Notice of Funding Availability ("**NOFA**"), dated May 5, 2022, for the Program pursuant to Health and Safety Code section 50704.83(f).

F. The Program requires contribution from City of South Lake Tahoe to Sugar Pine Phase 2B Housing Partners, L.P. for The Related Companies of California, LLC ("**Applicant**") to apply for Program funds pursuant to Health and Safety Code section 50704.82. Towards that end, Applicant is submitting an Application for Program funds ("**Application**") to the Department for review and consideration.

G. The Program requires a resolution from City of South Lake Tahoe pursuant to Health and Safety Code section 50704.82(b(1)(A) approving the Sugar Pine Phase 2B Housing Partners, L.P. budget, including all sources, and demonstrating the amount of Local Government Contribution to the Applicant for Predevelopment and Development Costs for Sugar Pine Phase 2B Housing Partners, L.P., and the requested amount from the Program.

THEREFORE, IT IS RESOLVED THAT:

1. The City of South Lake Tahoe supports The Related Companies of California, LLC submitting an Application to the Department to receive Program funds for Sugar Pine Phase 2B Housing Partners, L.P. to develop Affordable housing on the state-owned Excess Site.
2. The City of South Lake Tahoe is authorized to submit the approved Sugar Pine Phase 2B Housing Partners, L.P. Project Budget (**"Attachment 1"**) and Anticipated and Committed Project Sources (**"Attachment 2"**) to the Applicant to include in their Application. Attachment 1 and Attachment 2 demonstrate the requested amount from the Program, $4,999,999 that will be allocated to the Applicant, and all other sources for Predevelopment and Development Costs associated with the development of Affordable housing on the state-owned Excess Site.

Attachment 1: Sugar Pine Phase 2B Housing Partners, L.P. Budget

Attachment 2: Anticipated and Committed Project Sources

PASSED AND ADOPTED at a regular meeting of the South Lake Tahoe City Council of the City of South Lake Tahoe held on November 7, 2023 by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: _____ NOES: _____
ABSENT: _____ ABSTAIN: _____

_____
Cristi Creegan, Mayor
South Lake Tahoe City Council

STATE OF CALIFORNIA
South Lake of South Lake Tahoe

I, Susan Blankenship, South Lake Tahoe City Cour Clerk of the City of South Lake Tahoe, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said South Lake Tahoe City Council on this 17 day of October, 2023.

Susan Blankenship, South Lake Tahoe City Cour Clerk of the City of South Lake Tahoe, State of California

By: _____

***Note*: The attesting officer cannot be the person identified in the Resolution as the authorized signer.**

ATTACHMENTS

Attachment 1: Project Budget

Attachment 2: Anticipated and Committed Project Sources

Attachments

Attachment 1: Project Budget (from Program Application)

NEW CONSTRUCTION	
Site Work	$4,485,466
Structures	$24,054,861
General Requirements	$2,158,327
Contractor Overhead	$1,920,720
Contractor Profit	$1,528,260
Prevailing Wages	$45,436
General Liability Insurance	$231,333
Payment & Performance Bond	$415,414
Community Building	$2,800,000
Other: (Specify)	$0
Other: (Specify)	
Total New Construction Costs	$37,639,817
ARCHITECTURAL FEES	
Design	$1,653,750
Supervision	$130,000
Total Architectural Costs	$1,783,750
Total Survey & Engineering	$136,350
CONSTRUCTION INTEREST & FEES	
Construction Loan Interest	$5,336,746
Origination Fee	$336,567
Credit Enhancement/Application Fee	$0
Bond Premium	$0
Cost of Issuance	$0
Title & Recording	$110,000
Taxes	$0
Insurance	$1,141,797
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
Total Construction Interest & Fees	$6,925,111
PERMANENT FINANCING	
Loan Origination Fee	$16,690
Credit Enhancement/Application Fee	$0
Title & Recording	$17,500
Taxes	
Insurance	
Other: (Specify)	
Other: (Specify)	
Total Permanent Financing Costs	$34,190
Subtotals Forward	**$46,519,218**
LEGAL FEES	
Legal Paid by Applicant	$148,000
Other: (Specify)	
Total Attorney Costs	$148,000
RESERVES	
Operating Reserve	$159,487
Replacement Reserve	
Transition Reserve	
Rent Reserve	
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
Total Reserve Costs	$159,487
CONTINGENCY COSTS	
Construction Hard Cost Contingency	$1,741,991
Soft Cost Contingency	$722,514
Total Contingency Costs	$2,464,505
OTHER PROJECT COSTS	
TCAC App/Allocation/Monitoring Fees	$46,085
Environmental Audit	$40,000
Local Development Impact Fees	$1,189,798
Permit Processing Fees	$1,165,332
Capital Fees	$0
Marketing	$154,000
Furnishings	$30,000
Market Study	$30,000
Accounting/Reimbursable	$60,000
Appraisal Costs	$5,500
Gap Loan Costs	$50,001
Coverage	$650,000
Other: (Specify)	$0
Other: (Specify)	
Other: (Specify)	
Other: (Specify)	
Total Other Costs	$3,420,715
SUBTOTAL PROJECT COST	**$52,711,924**
DEVELOPER COSTS	
Developer Overhead/Profit	$2,700,000
Consultant/Processing Agent	
Project Administration	
Broker Fees Paid to a Related Party	
Construction Oversight by Developer	
Other: (Specify)	
Total Developer Costs	**$2,700,000**
TOTAL PROJECT COST	**$55,411,924**

Attachment 2: Anticipated and Committed Project Sources

Perm Loan	$	2,069,000
HCD MHP	$	17,450,000
HCD HOME	$	5,910,614
HCD IIG	$	2,998,000
HCD LGMG	$	7,910,000
City Donated Coverage	$	650,000
Deferred Developer Fee	$	500,000
Tax Credit Equity	$	17,924,310
Total	**$**	**55,411,924**

CITY OF
SOUTH LAKE TAHOE

Development Services Department

August 14, 2023

To Whom It May Concern:

This letter verifies that the City of South Lake Tahoe is in possession of 63,389 square feet of coverage required to develop Sugar Pine Village Phase 2B.

At a price of $7.50 per square foot, this coverage amounts to a value of $475,417.50 that can be counted as a local match for the State of California Department of Housing and Community Development's Local Government Matching Grant (LGMG) program.

Please feel free to contact me with questions regarding this coverage transfer or its use to contribute to Sugar Pine Village Phase 2B.

Sincerely,

Hilary Roverud
Director of Development Services
hroverud@cityofslt.us

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #: 14

Agenda Item: Amendment 3 to Agreement with CDM Smith, Inc. for Design of Pioneer Trail Pedestrian Upgrade, Phase 2

Executive Summary: Pedestrian upgrades to Pioneer Trail between Larch Avenue and Ski Run Blvd include construction of five-foot wide ADA compliant sidewalks. ADA compliance requires cross-slopes of the sidewalks to be no greater than 2%. Design work performed by the project design consultant, CDM Smith has found the ADA design constraints will require extra work to fit residential driveway transitions into the project design on a case-by-case basis. Additional field land survey work must be performed and design consultant field evaluation must be conducted to assure driveway tie-ins meet design standards and grade transitions are ADA compliant. Amendment No. 3 will compensate CDM Smith for the extra work required to assure compliance with ADA design standards and compensate for the preparation of Temporary Construction Easement documents to allow construction of the required driveway pavement tie-ins.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment 3 to Professional Services Agreement with CDM Smith, Inc. in an additional amount of $75,511 for engineering design services and acquisition assistance, for a total contract amount not to exceed $525,854.

Responsible Staff Member: Stan Hill, Engineering Manager and Anush Nejad, Director of Public Works

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

Attachments:

01-Staff Report - CDM Smith Agreement for Pioneer Trail Phase 2.docx
02-CDM-Smith - Amendment 3.pdf
03-C-009-2019 CDM Smith Pioneer Trail Pedestrian Project.pdf
04-C-031-2021 Amendment 1 CDM Smith.pdf
05-C-117-2023 Amendment 2 CDM Smith.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: November 7, 2023

Title: Amendment No. 3 to CDM Smith Professional Services Agreement

Location: Pioneer Trail between Larch Ave and Ski Run Blvd.

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

Background: Pioneer Trail Pedestrian Upgrade Project, Phase 1 (Project), constructed in 2015 is located between the Pioneer Trail – Lake Tahoe Blvd intersection and ends at Larch Avenue. Project improvements included the construction of sidewalks and streetlighting on both sides of Pioneer Trail. Comments from the public and members of City Council indicated strong support for extending the pedestrian upgrades between Larch Avenue and Ski Run Blvd (Phase 2).

On March 19, 2019, City Council approved a professional services agreement (C-009-2019) with CDM Smith, Inc. to perform engineering design, permitting, and preparation of 100% bid documents for the Pioneer Trail Pedestrian Upgrade Project, Phase 2. Progress toward completing of 100% bid documents has progressed to the 60% level of completion and progress is now nearing 90% completion.

The City of South Lake Tahoe Public Works Department, in partnership with the Tahoe Regional Planning Agency (TRPA) and the Tahoe Metropolitan Planning Organization (TMPO), sought and acquired grant funding to complete the second phase of the Pioneer Trail Pedestrian Upgrade Project. Design work started in the spring of 2019 and has progressed steadily. Construction of improvements is scheduled to occur in 2024.

Two previous approved amendments to the CDM Smith professional services agreement were both specific to adding additional time to complete the Project bid documents. Amendments 1 and 2 did not include any changes to the Project design budget.

Issue and Discussion: CDM Smith has encountered site conditions requiring more in-depth design analysis. The additional design effort required is directly related to existing grade conditions on Pioneer Trail and required ADA sidewalk design requirements.

Pioneer Trail, like most streets in South Lake Tahoe were originally constructed decades ago with minimal improvements other than asphalt paving constructed on the original ground surface. Furthermore, residential housing and commercial development along most of Pioneer Trail was constructed on the existing ground surface without the practice of mass grading and without urban improvements such as sidewalks, streetlighting, and drainage improvements.

As Phase 2 Project design progressed, consultant, CDM Smith found the proposed ADA compliant 5-foot-wide sidewalk, located adjacent to the roadway created design difficulties. The ADA sidewalk design constraints cannot be altered; the ADA design constraints are a condition of the FHWA grant requirements.

Cross-slope design constraints of a maximum of 2% will require a case-by-case analysis of each driveway crossing of the proposed 5-foot sidewalk. The detailed design effort, preparation of *Permissions to Enter* to Construct documents, *Temporary Construction Easements* (*TCE*), and the need to acquire additional existing ground surface grades via site topographic survey exceeds the design effort estimated by CDM Smith. Amendment No. 3 will provide additional compensation to fund the additional design and acquisition costs to prepare the *TCE* documents as necessary for proposed work to address driveway pavement transitions that extend onto private property.

Financial Implications: Engineering Design and Right-of-Way Acquisition funding is available to fund Amendment No. 3. Table 1, Engineering Design and Right-of Way Acquisition Funding demonstrates sufficient funding is available to compensate design consultant, CDM Smith for the additional design and acquisition effort required to complete the 100% bid documents.

Table 1 - Engineering Design and Right-of Way Acquisition Funding

Funding Source	***Funding Category***	***Amount Available***
FHWA STBG	Engineering/Design (301-50024-48020)	$33,949.05
FHWA CMAQ & HIP	Right-of-Way (301-50024-48040)	$350,657.50

Table 2 – Proposed Amendment No. 3

Expenditure Category	***Funding Source***	***Proposed Amount***
Task 10.1: Engineering Design,	Engineering and Design (301-50024-42020)	$31,880.00
Tasks 1.1, 2.1, and 8.1: *TCE* (Project Management/Coordination, Site Surveying, ROW Acquisition Support)	Right- of-Way (301-50024-48040)	$43,632.00

The balance of unused right-of-way funding will be eligible for transfer to the construction budget. A budget transfer from right-of-way to construction will require approval by Caltrans.

Environmental Considerations: The Project is categorically exempt pursuant to CEQA Section 15301, Subparagraph C.

Policy Implications: This project is consistent with the City Council 2021-2026 Strategic Plan and will encourage pedestrian and bicycle modes of transportation by providing additional connectivity between Ski Run Boulevard and Stateline.

AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on March 19, 2019, by and between the City of South Lake Tahoe, a municipal corporation ("City") and CDM Smith, Inc. ("Consultant") is hereby amended as set forth below.

The terms of the Professional Services Agreement (C-009-2019) are hereby amended as follows:

The following language is hereby added to the end of Section 1: Scope of Services.

Project, as described in **Amendment 3 - Exhibit A**, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in **Amendment 3 - Exhibit A** subject to the direction of City. Consultant shall have no power or authority by this Agreement to bind City in any respect.

Sections 3 is hereby repealed in its entirety and replaced with the following language:

Section 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Amendment 3 - Exhibit A**, which is attached hereto and incorporated herein by reference. An additional amount of $75,511.00 is authorized under this amendment. In no event shall Consultant compensation for work completed under this Agreement exceed the sum of the original contract amount of $450,343.00 plus the additional fee of $75,511.00 (Amendment No. 3) for an amended total fee of **$525,854.00** without 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. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

CITY OF SOUTH LAKE TAHOE

By _____
Cristi Creegan, Mayor

CONSULTANT

By _____
William E. Hurrell, Vice President
CDM Smith, Inc.
Business License # 32081

APPROVED AS TO FORM:

By _____
Heather Stroud, City Attorney

ATTEST:

By_____
Susan Blankenship, City Clerk

AMENDMENT 3 - EXHIBIT A

SCOPE OF SERVICES

Amendment No. 3 to the Professional Services Agreement (C-009-2019) compensates consultant, CDM Smith, Inc. for the work tasks defined within the attached, Amendment 3 Scope of Services, consultant compensation schedules (Forms 10-H1), and Amendment 3 Cost Proposal.

Amendment 3 Scope of Services

Presented below is CDM Smith's Scope of Work for Amendment 3 of the planning and design contract for the Pioneer Trail Pedestrian Improvement Project. Amendments 1 and 2 were previously executed to extend the schedule. Amendment 3 is needed to fund the additional services described below which include right-of-way acquisition support, pavement rehabilitation design, electrical design changes and continued project management services.

Task 1 – Project Management, Public Outreach, Public Meetings, and Coordination

Objectives

Additional project management services will be provided through the 12-month time extension to complete the design and construction phases of the project.

Approach

CDM Smith will continue to perform project management activities as described in the original scope of work.

Assumptions

- The additional 12 months will be sufficient to complete the project.
- Up to four additional progress and coordination meetings are included with the CDM Smith Team, City staff, and others as deemed appropriate by the City. Up to four of the meetings will be held using MS Teams and two will be held in person at the project site.
- One additional public meeting is included.

Deliverables

- Monthly invoices with progress reports.
- Agendas and meeting notes will be prepared for meetings. Draft agendas will be distributed one week prior to the meeting and meeting notes will be distributed within one week of the meeting.
- Presentations and other meeting materials such as, sign-in sheets, renderings, plan sheets, materials samples, etc. will be provided as appropriate for the specific meeting.

Task 2 – Site Surveying

Objectives

To construct the project, access will be needed onto private properties for driveway tie-ins and grading. Supplemental topographic and property boundary mapping is needed at these locations to determine the extents of these areas and to support development of the access agreement documents.

Approach

A supplemental topographic survey (1' contour) will be performed in locations where private property access is anticipated. Survey data to be collected will include topography and built surface features such as buildings, drainage infrastructure, curbs, sidewalks, signs, edge of pavement, power poles, utility vaults, boxes, overhead and underground utilities, fences, walls, and spot elevations extending a minimum of 25 feet beyond the public right-of-way.

Legal descriptions – The CDM Smith Team will prepare legal descriptions and exhibits for up to eighteen (18) access agreements.

Assumptions

- No intrusive field work such as utility potholing is included for the development of the basemap.
- The survey map with one-foot elevation contours and property boundary locations will be sealed by a California licensed Professional Land Surveyor.
- The topographic basemap will be developed in AutoCAD Civil 3D format.

Deliverables

- Supplemental mapping of the project area in AutoCAD Civil 3D format.
- Up to 18 legal descriptions and exhibits to support TCE acquisition.

Task 3 – Hydrologic and Hydraulic Analysis

No change

Task 4 – Geotechnical Report

No change

Task 5 - Traffic Study

No change

Task 6 - Preliminary Plans (30 Percent)

No change

Task 7 - Environmental Documents

No Change

Task 8 - ROW Acquisition Support

Objectives

Right of Way (ROW) acquisitions including Temporary Construction Easements (TCEs), Permission to Enter and Construct Agreements (PTE&Cs) and possibly permanent easements will be needed to construct various project improvements. Design information is needed to identify locations and define

the extents of these acquisitions. Coordination with the City, its Right of Way Agent and property owners is also needed to support these acquisitions.

Approach

CDM Smith will develop exhibits and written information needed to support the ROW acquisitions process. This will include descriptions of location and size, as well as the proposed improvements for presentation to the affected landowners for the purpose of developing and securing the final acquisition agreements. Up to two meetings with the City's ROW consultant and up to two site visits for meetings with property owners will be attended.

Assumptions

- Support for up to eighteen acquisitions are included in this task.
- Legal acquisition and exhibits for easement agreements will be prepared by others.
- Up to two virtual meetings with City and ROW consultant staff are included. These meetings will be attended by CDM Smith's Project Manager and/or Project Engineer.
- Up to two site visits for meetings with affected property owners are included. Multiple meetings are anticipated for each of these site visits, which will be attended by CDM Smith's Project Manager and/or Project Engineer.
- Up to ten additional virtual meetings with affected property owners are included. These meetings will be attended by CDM Smith's Project Manager and/or Project Engineer.

Deliverables

- Graphic exhibits and written information describing the locations and extents of private property areas where access will be needed and the proposed improvements to be constructed. Drawings will be provided in hardcopy and/or electronic PDF format.
- Attendance and documentation of Right of Way coordination meetings described above.

Task 9 – 60 Percent Design Level PS&E Documents and Draft Design Report

No change

Task 10 – 90 Percent Design Documents (Detailed Plans, Specifications, and Estimate)

Objectives

Additional design work that is being added to the project at the 90% design level includes repaving the entire roadway, utility coordination for grade adjustments associated with paving rehabilitation, grading analyses and design for sidewalk/driveway tie-ins, incorporation of new lighting standards,

addition of flashing beacons at mid-clock pedestrian crossings, and relocating and revising bus stop designs.

Approach

CDM Smith will develop roadway paving design consisting of cold-planing to a 2-inch depth and installation of a new pavement overlay for the project corridor. Grading adjustments will be specified to realign the roadway crown and re-establish standard cross-slopes. A visual assessment of pavement condition will be conducted to identify sections of pavement that are not suitable for cold-plane operations due to excessive deterioration. Severely damaged (dig out) areas will be identified and specified for full-depth pavement reconstruction.

Utility coordination activities will include the identification of sewer, water and gas facility relocation needs associated with the pavement rehabilitation. Agreements and supporting documentation will be developed and executed with utility owners per Caltrans requirements as required for the Right of Way Certification. Utility design standards and details will be incorporated into the design documents as appropriate.

A detailed grading analysis will be completed at private driveways, retaining walls, and other locations where improvements are adjacent to property boundaries to conform with existing grades and improvements on private property. Driveway grading and conform locations will be detailed on the design drawings and used to support right of way acquisition activities.

The electrical design will be revised to incorporate the City's new lighting standards for the pedestrian lighting along the new sidewalk. A Rectangular Rapid Flashing Beacon (RRFB) will also added into the design to increase the safety of the proposed mid-block pedestrian crossing.

Assumptions

- No subsurface investigations or laboratory testing is needed for the paving design.
- Impacted utilities requiring coordination for relocation include water, sewer, and gas only.
- One new RRFB is needed at one mid-block crosswalk.

Deliverables

No change

Task 11 – 100 Percent Bid Documents – Request for Authorization to Proceed

No change

Task 12 – Bid Assistance

No change

City of South Lake Tahoe
Pioneer Trail Pedestrian Improvements - Phase 2
Amendment 3 Cost Proposal

10/20/2023

	Task	Cost		
		CDM Smith	MAPCA	Total
1	**Project Mgt, Public Outreach, Meetings, and Coordination**			
1.1	Project Management	$11,554	$0	$11,554
2	**Site Surveying**			
2.1	Set Control Points/Collect Field Data	$1,881	$5,695	$7,576
3	**Hydrologic and Hydraulic Analysis**			
4	**Geotechnical Report**			
5	**Traffic Study**			
6	**Preliminary Plans (30 Percent)**			
7	**Environmental Documents**			
8	**Permission to Enter Agreements**			
8.1	Prepare Agreements/Owner Coordination	$12,532	$11,970	$24,502
9	**60 Percent Design PS&E and Draft Design Report**			
10	**90 Percent Design PS&E**			
10.1	90 Percent Drawings	$31,880	$0	$31,880
11	**100 Percent Bid Documents**			
12	**Bid Assistance**			
	Subtotal	**$57,846**	**$17,665**	**$75,511**

CDM Smith

EXHIBIT 10-H1Cost Proposal Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: CDM Smith Inc.

Project No. _____ Contract No. _____ Date 9/25/2023

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Project Officer	David Jensen	3	$125.71	$377.13
Senior Technical Advisor	Bill Hurrell	2	$121.14	$242.28
Project Manager	Stefan Schuster	66	$91.10	$6,012.62
Grade 6 Civil Engineer	Jake Gunther	16	$58.59	$937.42
Grade 7 Civil Engineer	Russell Vadenais	128	$62.94	$8,056.17
Grade 4 Civil Engineer	Kaelah Chaney	0	$47.18	$0.00
Grade 2 Civil Engineer	Kara Davis	0	$35.22	$0.00
Cost Estimator	Jesus Quimpo	12	$48.31	$579.67
ElectricalEngineer	David Franke	32	$71.17	$2,277.41
Planner	Suzanne Wilkins	8	$58.34	$466.71
Designer /Drafter	Morris Wainwright	116	$48.90	$5,672.37
Contract Admin.	Christine Wood	20	$55.56	$1,111.18
Project Controls	Amandine Chaleil	20	$28.14	$562.87

LABOR COSTS

a) Subtotal Direct Labor Costs $26,295.83

b) Anticipated Salary Increases (see page 2 for sample) $473.32

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $26,769.16

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $0.00

f) Overhead (Rate: 166.75%) g) Overhead [(c) x (f)] $44,637.57

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $44,637.57

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 %] $7,140.67

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	750	Per mile	$0.66	$491.25

				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

l) **TOTAL OTHER DIRECT COSTS** $491.25

m) **SUBCONSULTANTS' Costs (add additional pages if necessary)**

Subconsultant 1: MAPCA Surveys, Inc.	$28,567.69

m) **SUBCONSULTANTS' Costs (add additional pages if necessary)** $28,567.69

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] $29,058.94

TOTAL COST [(c) + (j) + (k) + (n)] $107,606.33

NOTES:

1.Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals

2.The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans

3.Anticipated salary increases calculation (page 2) must accompany.

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CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 19th day of March 2019 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and CDM Smith Inc. ("Consultant").

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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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 $450,343.00 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership Of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant

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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, and 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.

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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

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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 is 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,

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errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

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

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

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

15. Insurance Requirements.

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

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

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ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by 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

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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

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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
Attn: Randy Carlson
1052 Tata Lane
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: Stefan Schuster
CDM Smith
12313 Soaring Way, Ste 2-D
Truckee, CA 96161

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

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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:

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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.

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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.

33. Mandatory Fiscal and Federal Provisions for Federally Funded Projects The articles contained in **Exhibit D** are incorporated herein to this agreement.

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

CITY OF SOUTH LAKE TAHOE:

DocuSigned by:

By _____
32B375B027C445C...

Brooke Laine, Mayor

CONSULTANT:

By _Signed in counterpart_____

William E. Hurrell, Vice President

Business License # 320810

APPROVED AS TO FORM:

DocuSigned by:

By _____
E4DED998A572479...

Heather Stroud, City Attorney

ATTEST:

DocuSigned by:

By _____
2D6FDBDD39A94AF...

Sue Blankenship, City Clerk

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CITY OF SOUTH LAKE TAHOE:

By Signed in counterpart

Brooke Laine, Mayor

CONSULTANT:

By _____

William E. Hurrell, Vice President

Business License # 320810

APPROVED AS TO FORM:

By Signed in counterpart

Heather Stroud, City Attorney

ATTEST:

By Signed in counterpart

Sue Blankenship, City Clerk

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Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification
Exhibit D – Mandatory Fiscal and Federal Provisions for Federally Funded Projects

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EXHIBIT A

SCOPE OF SERVICES

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Scope of Services

Presented below is CDM Smith's Scope of Work for the Pioneer Trail Pedestrian Improvement Project. Each section is organized to describe the task objectives, approach, assumptions, and deliverables.

Task 1 – Project Management, Public Outreach, Public Meetings, and Coordination

Objectives

A proactive approach to project management will include a clear definition of activities and responsibilities; clear lines of communication; effective quality assurance/quality control (QA/QC) procedures. Timely and accurate invoices with progress reports are required to track progress and costs incurred. Changes in conditions that may result in impacts to the project budget or schedule will be reported immediately upon identification so that corrective actions may be made in a timely manner.

This task also includes preparation for, attendance at, and facilitation of a variety of project related meetings. A kickoff meeting will be held with City staff to review the project goals and objectives, discuss the scope and schedule, and confirm the roles and responsibilities of key team members. Additional meetings with the core project team will be conducted regularly to provide status updates, share information and coordinate tasks. Meetings and coordination with the regulatory and funding agencies, property owners, a technical advisory committee (TAC), City Council and Planning Commission, and the general public are also included in this task.

Approach

CDM Smith will perform the following specific project management activities:

1.1 The CDM Smith Project Manager will serve as the primary point of contact throughout the project. The responsibilities include identifying and providing the necessary staffing and other resources to complete the work, and for coordination with City staff to obtain required information and communicate any problems or unanticipated conditions. Project management also includes tracking project budget and completion status, monthly progress reports, project invoice preparation, filing and general project administration;

1.2 CDM Smith will coordinate, schedule, prepare for, and facilitate the following meetings:

- Design team meetings including one kickoff meeting, up to four progress meetings/calls, and up to two site visits.
- Up to three public/property owner's meetings, and
- One Planning Commission and one City Council meeting. Present the Project to the City Planning Commission for approval of Major Design Review and adoption of NEPA/CEQA documents. The Preliminary plans (30 percent design level) must be completed to a level specific enough to identify and evaluate the potential environmental impacts in accordance with NEPA, CEQA, and TRPA requirements.

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- Coordination with funding and regulatory agencies, as necessary, to obtain the project permits and approvals including: TRPA Permit, NPDES Permit, Air Quality Permit, and Caltrans Federal Authorization Process. Coordination will occur through telephone and/or email communications with up to ten phone calls and ten emails for each permit.

1.3 Coordinate with the Technical Advisory Committee (TAC) and conduct two TAC meetings to present project information at key milestones (Alternatives Evaluation, 60 Percent Design Reviews). Document TAC consensus on a preferred alternative, relevant review comments and incorporate revisions into the project plans, permits, specifications, and estimate.

For each meeting, prepare an agenda, presentation materials, invitation letters & notices, sign-in sheets, and meeting notes. For public meetings, set up and take down any displays and materials.

Implement an effective quality assurance program for the project with pre-defined QA/QC milestones and schedules for completion that includes: A technical review committee will be assembled to provide input at the conceptual or preliminary design phase and at other critical phases.

Assumptions

- The duration of the project management services is 24 months from receiving Notice to Proceed.
- One project team kickoff meeting will be conducted. Up to ten attendees will include key CDM Smith Team, City staff, and others as deemed appropriate by the City.
- Up to six progress meetings will be conducted at key project milestones. Up to ten attendees will include key CDM Smith Team, City staff, and others as deemed appropriate by the City. It is assumed that four progress meetings will be held via conference call, and two will be held in person and will include a site visit to the project location.
- Coordination with regulatory and funding agencies will occur via conference calls.
- Three public outreach/property owners meetings, one Planning Commission meetings, and one City Council meetings are included.
- Two TAC meetings are included (Alternatives Workshop and 60 Percent Design Review)

Deliverables

- Monthly invoices with progress reports.
- Agendas and meeting notes will be prepared for the meetings identified above. Draft agendas will be distributed one week prior to the meeting and meeting notes will be distributed within one week of the meeting.
- Presentations, public outreach materials (e.g. letters, notices, exhibits, and other project communications from the City to the public), sign-in sheets, renderings, plan sheets, materials samples, and other materials will be provided as appropriate for the specific meeting.

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Task 2 – Site Surveying

Objectives

Perform site surveying to acquire information necessary to develop a project base map to support the development of accurate conceptual alternatives, preliminary design plans and subsequent PS&E documents. The final product will consist of a detailed topographic and boundary basemap containing the information specified below.

Approach

2.1 Survey control points – The CDM Smith Team will update survey control, monumentation and centerline alignments. Up to six survey control points will be set (at locations approved by City Engineer). Survey control points will be based on the State Plane Coordinate system, Zone 2 and NAD 83 for horizontal control and vertical control based on NAVD 88. Any field survey work that will be used for construction purposes at a later date is subject to prevailing wage requirements.

2.2 Topographic base map – Develop a topographic survey map (1' contour) of the project area that includes relevant surface features including buildings, property lines, water quality treatment basin sites, drainage channels, curbs, sidewalks, traffic signals, signal induction loops, signs, edge of pavement, power poles, drainage improvements, utility vaults, utility boxes, existing overhead and underground utilities (drainage, sewer, water, telephone, power, cable, natural gas, utility poles, guy wires, fire hydrants, valve boxes, hand-hole boxes, and vaults), fences, walls, and spot elevations, street cross-sections at 25-foot stations with grade shots at grade breaks and vertical offsets extending a minimum of five feet beyond the public right-of-way. Cross-streets will include cross-sections on a minimum of 25-foot intervals for a distance of at least 100 feet beyond the Pioneer Trail right-of-way and extend a minimum of five feet into private property.

2.3 Property boundaries – The CDM Smith Team will perform a boundary survey of the project area, and develop associated mapping to show existing property lines, define the extents of permanent easements and to support the determination of any temporary construction easements that will be necessary for project construction. The mapping will include the right-of-way centerlines, section lines, quarter section lines, City limits, existing right-of-way parcel lines, proposed , and existing and proposed easement lines. Legal descriptions and exhibits will be prepared for up to five ROW acquisitions.

Assumptions

- No intrusive field work such as utility potholing is included for the development of the basemap.
- Up to six control points will be set in coordination with the City Engineer.
- The survey map with one-foot elevation contours and property boundary locations will be sealed by a California licensed Professional Land Surveyor.
- The property boundary and topographic basemap will be developed in AutoCAD Civil 3D format.

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Deliverables

- Topographic and boundary basemap of the project area in AutoCAD Civil 3D format.
- One electronic written summary of the project survey data used to create the base map, including relevant benchmark and tie-in information, basis of bearing, local control point information, and coordinate system data. A data table of coordinates and elevations of data is also included.
- Up to five legal descriptions and exhibits to support ROW acquisitions.

Task 3 – Hydrologic and Hydraulic Analysis

Objectives

A hydrologic and hydraulic analysis will utilize static modeling approaches to evaluate runoff patterns and quantities to support the design of new curb and gutter, inlets, and connection piping on Pioneer Trail between Wildwood Avenue and Ski Run Boulevard, and small-scale infiltration facilities for localized sidewalk runoff to meet the requirements of the City's NPDES MS4 permit.

Approach

3.1 Perform a hydrology and hydraulics analysis to determine sidewalk and impervious improvement stormwater runoff volume infiltration requirements and design appropriate stormwater management improvements to the runoff volume generated during the 20-year, 1-hour storm event in accordance with the City's NPDES MS4 Permit.

3.2 Evaluate runoff quantities to support design of new drainage conveyances and to assess the capacity of existing storm drain infrastructure for the addition of the new Pioneer Trail runoff.

3.3 Document data used, calculations and infiltration volume requirements in the Project Design Report.

Assumptions

- Runoff from the new sidewalk and other impervious surface will be infiltrated locally.
- New curb and gutter, inlets and piping will be designed for Pioneer Trail between Wildwood Avenue and Ski Run Boulevard. The new facilities will utilize short lateral connection pipes to tie into the existing storm drain piping within the Pioneer Trail ROW, which is assumed to have sufficient capacity for the additional runoff. No new storm drain main trunk lines are included in this design scope. The new storm drain infrastructure will be designed in accordance with the applicable City and State design standards and criteria.
- The hydrologic and hydraulic analysis will include the application of static modeling approaches such as the Rational Method and Manning's Equation, and will be completed using the topographic basemap (Task 2), local water quality and drainage design criteria, and mapping of existing stormwater infrastructure to be provided by the City.
- Infiltration facilities will be sized to capture the Water Quality Volume (WQV) generated by the 20-year, 1-hour design storm (1-inch of rainfall in one hour).

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- Pollutant Load Reduction Modeling (PLRM) associated with the Lake Tahoe TMDL load reduction crediting is not included.
- Preliminary results from this task will be presented at a design team meeting prior to development of the 30 percent Preliminary Plans.

Deliverables

- Preliminary results will be submitted to the City electronically for discussion at a subsequent design team meeting.
- Methods, assumptions, calculations, and modeling results associated with the hydrologic/hydraulic analysis will be documented in the Project Design Report.

Task 4 – Geotechnical Report

Objectives

The CDM Smith team will perform a geotechnical engineering investigation to profile soil characteristics for pavement structural design and to determine permeability rates and groundwater elevations for any potential stormwater infiltration facilities.

Approach

4.1 Complete a subsurface investigation in the project area by drilling up to 5 soil borings. Prior to the subsurface investigation, the CDM Smith team will mark the site for Underground Service Alert (USA) and contact this agency for underground utility clearance. In addition, drilling and encroachment permits will be obtained, if necessary, prior to the subsurface exploration, including coordination with public agencies to be present during the subsurface exploration. The borings will be located based on proposed improvements and existing underground utilities. The borings will be advanced with a truck-mounted drill rig equipped with hollow stem augers. The borings will be visually logged by a field representative who will obtain relatively undisturbed and bulk soil samples for classification and laboratory testing. Upon completion, the borings will be grouted with neat cement in accordance with regulatory standards and the ground surface patched with quick setting grout.

4.2 Provide laboratory testing of soil samples collected during our subsurface investigation including maximum dry density evaluation (compaction curves), soil classification (grain size and plasticity), expansion potential, and Resistance-value (R-value). The laboratory testing will be completed by NV5 in their Nevada City office.

4.3 Provide a geotechnical engineering report describing subsurface conditions and soil characteristics of areas that are proposed for stormwater treatment and infiltration, including permeability rate results for design of stormwater infiltration facilities. The geotechnical engineering report will also include a discussion of special restraints, such as existing fill, highly expansive or compressible soil, near-surface groundwater, and potential secondary seismic hazards; recommendations for earthwork construction, and pavement design criteria including structural section specifications (PG 64-28 PM asphalt binding oil).

4.4 Complete a soil/hydrologic report in accordance with TRPA regulations and coordinate with TRPA staff to be present during the subsurface investigation.

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Assumptions

- Up to 5 temporary soils borings are included with sampling and testing as appropriate to complete the design.
- It is assumed that low volume temporary excavations using vacuum excavation will be allowable during the winter no-grading period.

Deliverables

- One geotechnical engineering report, incorporated as an appendix into the Design Report, including specifications for structural pavement sections for Pioneer Trail and the sidewalks.
- TRPA approved Soil/Hydrologic report
- Deliverables will be submitted in draft and final form to allow for review and comment by the City. One set of consolidated and non-conflicting comments will be provided by the City.
- Deliverables will be submitted in MS Word and PDF format.

Task 5 - Traffic Study

Objectives

Depending on the type and extent of improvements, a traffic study may be needed to assess any associated traffic impacts. CDM Smith will conduct a traffic operational analysis for up to five locations, including the Ski Run Boulevard intersection, along the Pioneer Trail project segment based on the type of improvements. In addition, a segment analysis will be conducted for the entire corridor (Ski Run Blvd to Larch) for a condition with the proposed improvements and a condition without the improvements.

Approach

5.1 CDM Smith will provide a traffic analysis for up to five locations and a segment analysis, evaluating up to three design alternatives in the preliminary 30 percent design effort for the weekday AM and PM peak hours under the following scenarios:

- Existing Conditions
- Existing plus Project Conditions
- Opening Year Conditions (assuming growth rates based on discussions with the City)
- Opening Year plus Project Conditions (assuming growth rates based on discussions with the City)

5.2 Based on the results from Task 5.1, CDM Smith will provide an updated traffic analysis for the preferred alternative for inclusion in the Project Design Report.

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Assumptions

City staff will provide traffic counts if needed, and projected traffic volume increases are available from the City at the study locations selected for analysis. If additional traffic count data is required for analysis, CDM Smith will work with the City to determine the best times to collect existing traffic data, based on seasonal demand.

If information on crash and other incident data is needed, we have assumed that the City will be able to provide that data.

Synchro software will be used for operational analysis.

Deliverables

- Documented traffic analysis for up to three design alternatives for the preliminary 30 percent design effort
- Documented traffic analysis and results incorporated into the Project Design Report and no separate deliverable is anticipated for the traffic analysis.

Task 6 - Preliminary Plans (30 Percent)

Objectives

During this phase, project specific goals and objectives are reviewed, and strategies are developed to address them. Alternative layouts are produced for consideration and workshops are held to discuss ideas and develop consensus on the project components.

Using the basemap developed under Task 2 above, the preliminary design activities will proceed with the development of the initial design drawings and a set of site options at key locations where multiple treatments are possible. Input from City staff, TAC members, and other stakeholders will be solicited and used to help identify preferred project components which will then be combined and developed to approximately the 30 percent design level. The design will be developed to sufficient detail for the identification of potential environmental impacts, and the development of the project NEPA/CEQA document.

Key objectives to this task include the development of an innovative, context-sensitive, pedestrian improvement design that minimizes impact to the human and natural environments. The project will comply with the City's General Plan, and include transportation solutions that improve and enhance mobility, access, and safety for users, and achieves buy-in on features such as on-street parking, intersection upgrades, sidewalks, high visibility pedestrian crosswalks, bicycle lanes, streetscape elements, and appropriate landscaping, and low-impact street lighting.

Approach

6.1 Develop alternative options at key locations for consideration by the City and project stakeholders. Optional alternatives will consist of various treatments for key sites within the project area described with simple conceptual figures, example photos, and written

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descriptions, and will be submitted to the City and distributed to the TAC members and other appropriate stakeholders, to support the identification of a consensus-based preferred alternative.

6.2 Develop a set of 30 percent preliminary drawings presenting the preferred design, consisting of a front cover sheet, sheet index plan sheet(s), general notes sheet with abbreviations and legend, plan sheets, detail sheets, and temporary water pollution control drawing. The 30 percent drawings will be based on the project base map and will include topographic contours, spot elevations, property boundaries, locations of existing structures, utilities, existing street improvements and the preferred design alternative. Plan view sheets will include existing utilities to allow strategic location of proposed improvements to minimize utility conflicts.

6.3 Prepare demolition plans that show existing features and elements to be demolished or removed.

6.4 Prepare typical sections. Pavement structural sections will be designed in accordance with City standards and recommendations based on the results of the geotechnical study as defined in Task 4.

6.5 Incorporate utility information by coordinating with utility companies to obtain existing utility information and conducting pot-holing to collect/document field data in locations where underground, or other improvements, may conflict with existing utility infrastructure. Potholed utilities locations will be precisely documented using high accuracy GPS equipment and incorporated into the project plans. A list of the utilities that are anticipated to conflict with the proposed improvements will be developed and submitted to the City.

6.6 Develop a preliminary list of the anticipated technical specifications for the project.

6.7 Coordinate and conduct TRPA Land Capability Verification analysis on property within the City rights-of-way, and assist the City with resolving surface coverage related permit conditions that may be required within the TRPA permit for the project. Include existing condition and proposed conditions Land Capability Study calculation summary tables on the project construction plans.

6.8 Evaluate publicly owned parcels (California Tahoe Conservancy, USFS, and City) for possible use for stormwater conveyance, treatment, and public parking opportunities. Coordinate possible public land use within environmental documents and with affected public agencies. Assist the City with coordinating and submitting documents required to obtain Special Use Permits, License Agreements, and “Permissions to Enter” public and private properties.

6.9 Provide a 30 percent Opinion of Probable Construction Cost.,

Assumptions

- Develop alternative options at key locations for consideration by the City and project stakeholders. Optional alternatives will consist of various treatments for key sites within the project area described with simple conceptual figures, example photos, and written descriptions, and location references using the base map developed under Task 2. The preferred alternative will be identified with input from the City, the TAC, and other stakeholders as deemed appropriate by the City.

- An alternatives review workshop, as defined in Task 1, will be conducted with the TAC to select the preferred alternative.

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- Following the TAC workshop and selection of the preferred alternative, a public outreach meeting, as defined in Task 1, will be held to provide a status and schedule update on the project, present the preferred design concept, and request input.
- The project design plans will be developed based on the base map completed under Task 2. A single preferred alternative will be developed to the 30 percent level.
- No vertical profiles are required for the pedestrian improvement design.
- One day of utility pot holing is assumed and includes procurement and management of a local excavation contractor. Vacuum excavation equipment will be utilized to avoid stockpiling of soil materials on the ground surface and minimize potential sediment discharges.
- The project design plans will comply with the City's Public Improvement and Engineering Standards (PIES), Caltrans 2015 Standard Plans, City Code, and TRPA Code of Ordinances.
- Recent bid results from similar projects are available and will be provided by the City to support the cost estimating work.
- The 30 percent design drawings will include:
    - Title Sheet (1)
    - Sheet Index and General Notes (1)
    - Abbreviations and Legend (1)
    - Key Map (1, 1" = 100')
    - Survey Control, Monumentation, and Centerline Alignment (1, 1" = 100')
    - Pedestrian Improvement Drawings (5, 1" = 20')
    - Typical Sections (1)
    - Typical Details (2)

Deliverables

- Conceptual level options at key locations.
- 30 percent design drawings including:
    - Administrative draft: one electronic copy in PDF format.
    - External draft: one electronic copy in PDF format.
    - Final 30 percent plan set: electronic copies in PDF and DWG formats.
- Preliminary List of Technical Specifications
- Utility location information received from utility companies and potholing data documenting results and locations will be compiled for inclusion in the Design Report

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- TRPA Land Capability Verification
- Deliverables will be submitted in draft and final form to allow for review and comment by the City. One set of consolidated and nonconflicting comments will be provided by the City.
- Deliverables will be submitted in MS Word and PDF format.

Task 7 - Environmental Documents

Objectives

Provide the environmental review and documentation tasks to obtain the agency approvals required for the project. Compliance with CEQA is required by all of the City's public works projects and projects that involve federal funding and/or use federal property triggers the requirement to comply with the NEPA. Projects in the Tahoe Basin also must be evaluated according to the Tahoe Regional Planning Agency's (TRPA's) requirements. A proactive approach is needed to discuss environmental documentation and special study needs with the agency stakeholders early in the planning process to streamline the complex, and often cumbersome, environmental approval process. . The project must also comply with local and regional planning requirements such as the Lake Tahoe EIP, Regional Transportation Plan, and the City of South Lake Tahoe General Plan.

In addition, CDM Smith will compile the required information and complete permit applications for anticipated permits including the TRPA permit and the NPDES General Construction Permit Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) submitted through the Stormwater Multiple Application and Report Tracking System (SMARTS).

Approach

7.1 Prepare an Initial Study, utilizing the CEQA Checklist that is compliant with the California Environmental Quality Act (CEQA), to determine the appropriate level of CEQA document. Special studies will be completed, for cultural resources and tribal consultations, and biological studies to determine potential impacts to federal, state and TRPA listed species and their habitat, to support the Initial Study. CDM Smith assumes that a Mitigated Negative Declaration will be the appropriate CEQA documentation for this project based on the completed Initial Study.

7.2 CDM Smith will prepare a draft Notice of Intent to Adopt a Mitigated Negative Declaration for the City and assist with publication and posting of the notice. An Administrative Draft and Public Draft Mitigated Negative Declaration will be prepared. A 30-day public review process including one public meeting, will result in comments from the public and other state and local agencies. Comments will be reviewed, and a final Mitigated Negative Declaration will be prepared addressing the comments. Based on the CEQA findings and environmental determinations within the Public Draft and Final Mitigated Negative Declaration, the City will Adopt the Negative Declaration. The CEQA Notice of Determination will be filed with El Dorado County and the California State Clearinghouse. The document and Notice of Determination will be submitted to the California Department of Fish and Wildlife to consult with them regarding a Finding of No Impact.;

7.3 The Caltrans LAPM and Standard Environmental Reference (SER) will serve as the primary guidance documents for completing the NEPA environmental analyses and documentation;

7.4 A preliminary environmental study (PES) form will be completed to determine whether any technical studies will be required, the level of analysis, and the NEPA Class of Action. The PES

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form will be submitted to Caltrans for concurrence.

7.5 Coordinate with TRPA regulatory staff regarding the TRPA environmental documentation and permitting requirements. If possible prepare a joint CEQA/TRPA environmental document. We assume that an expanded TRPA Initial Environmental Checklist will be the appropriate document. Submit final project plans and acquire the TRPA permit for the Project.

Assumptions

- A CEQA Mitigated Negative Declaration and TRPA Initial Environmental Checklist will be the appropriate CEQA and TRPA documents;
- A NEPA Categorical Exclusion (CE) is the appropriate Class of Action with low level technical studies for potential acquisitions, utility relocations, parking, biological, and cultural resources to be discussed in the environmental document.
- Additional technical studies will not be required and are not included in this scope of work.
- Permitting fees will be paid by the City.
- No Endangered Species Act field survey will be required.
- No Certified Wetlands Delineation will be required.
- Specific approvals required by the City will be coordinated by the City.

Deliverables

- Administrative Draft, Public Review Draft, Administrative Draft Final, and Final CEQA and TRPA Environmental Documentation,
- Preliminary Environmental Study (PES) for NEPA Class of Action and level of analysis determination,
- Information submittals to support the NEPA CE including acquisitions, utility relocation, parking, biological and cultural resources information for incorporation into the environmental document.
- Deliverables will be submitted in draft and final form to allow for review and comment by the City.
- Deliverables will be submitted in MS Word and PDF format.

Task 8 - Permission to Enter Agreements

Objectives

Outreach to the property owners along Pioneer Trail will be conducted to develop project support, understand homeowner concerns and secure temporary Permission to Enter agreements so that improvements may be integrated with private driveways, landscaping and other existing features.

Approach

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8.1 Prepare Permission to Enter agreements: Contact and work with property owners to acquire executed Permission to Enter agreements from property owners that will, as a consequence of Project improvements, require "tie-in" work on their property.

Assumptions

- Up to 30 Permission to Enter Agreements are included.
- If owners state that they are unwilling to grant access, communications will be documented in writing and provided to the City.

Deliverables

- Draft and final Permission to Enter agreements.

Task 9 – 60 Percent Design Level PS&E Documents and Draft Design Report

Objectives

Upon completion of the 30 percent design, final design activities can be initiated which will include drawings, technical specifications, and an Opinion of Probable Construction Cost. CDM Smith will develop 60 percent design plans and the Project Design Report for the preferred alternative identified in Task 6, CDM Smith will also develop a 60% Opinion of Probable Construction Cost for the preferred alternative.

Approach

9.1 Incorporate City 30 percent design review comments and required mitigation measures from the environmental documents;

9.2 Add electrical, landscaping, and irrigation plans to the Project plan set and specifications;

9.3 Develop and submit the draft Project Design Report and draft SWPPP;

9.4 If not already included in the Preliminary Plans, add and/or update the following: Title sheet including Utility signature lines, sheet index, demolition plans, legend, abbreviations, points data sheets, datum, basis of bearing, profiles, existing/design cross-sections, grading plan, staging areas, temporary water pollution control, and draft details sheets;

9.5 Prepare intersection detail plans showing geometric data, including station/offsets, elevations, and curve data for proposed intersection improvement.

9.6 Update the existing utility information by identifying utilities that may be in conflict with the proposed project construction. CDM Smith will prepare plans to show utility protections and relocations, both by the City's contractor and by others. CDM Smith will work with utility owners to identify appropriate locations for relocated utility facilities and establish preliminary protection and relocation schedules and requirements. CDM Smith will adhere to utility company standards and requirements and make necessary utility plan revisions as become necessary during final plan design and approvals.

9.7 CDM Smith will prepare 60 percent plans depicting proposed pavement delineation and pavement markings, including lane lines, bikeway marking, and pedestrian crosswalk markings. Proposed roadway signing plans will also be developed at this time.

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9.8 CDM Smith will prepare 60 percent design plans for the lighting improvements along the Pioneer Trail project corridor.

9.9 CDM Smith will prepare landscaping plans with any street trees or landscaping, changes to the existing trees within the corridor that may be impacted, or require protection, and coordinate with the City. The plans will include hardscape elements, plant palette, legend, notes, trees located, and planting areas defined. CDM Smith will identify hardscape elements of pedestrian crossing refuges, if included, and sidewalks including recommendations for types, colors, finishes and materials of hardscape areas, and furnishing items. CDM Smith will perform a tree assessment to evaluate options for existing tree preservation.

9.10 Conduct a plan "proofing" site review with the City project manager to confirm proposed improvements and plans correctly correspond with field conditions. Incorporate any field review revisions into the 60 percent PS&E documents.

9.11 Develop written specifications for the project to the 60 percent level. Specifications will include standard specifications and Special Provisions describing the non-standard, project specific, design components. CDM Smith will assemble data and prepare drafts of (1) necessary modifications to the Caltrans Standard Special Provisions, (2) any necessary additional technical specifications, and (3) the front end "boilerplate" sections provided by the City.

9.12 Refine the Opinion of Probable Construction Cost based on new information developed for the 60 percent design for City review.

Assumptions

- Drawings will be submitted electronically as PDF files and formatted for printing on 11" X 17" sheets
- Off-site drainage facilities will not be affected and as a result, no off-site drainage design for increased conveyance capacity or stormwater treatment will be performed.
- Relocation of gas, electric, petroleum, telephone, and other communication facilities will be designed and carried out by their respective owners.
- The SWPPP will be developed from the most recent version of the California Stormwater Quality Association (CASQA) template.
- 60 percent deliverables will be submitted electronically
- The City will provide one round of consolidated and non-conflicting comments.

Deliverables

- 60 percent design drawings in PDF and DWG formats.
- The 60 percent design drawings will include:
    - Title Sheet (1)
    - Sheet Index and General Notes (1)
    - Abbreviations and Legend (1)
    - Key Map (1, 1" = 100')
    - Survey Control, Monumentation, and Centerline Alignment (1, 1" = 100')

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- Pedestrian Improvement Drawings with Plan and Profiles (5, 1" = 20')
- Typical Sections (1)
- Typical Details (2)
- Intersection Details (4, 1" = 10')
- Curb Ramp Details (2, 1" = 5')
- Drainage and Water Quality Details (2)
- Staging Plan (1, 1" = 50')
- Signing and Striping Details (2)
- Sidewalk Lighting Plans and Details (6)
- Water Pollution Control (1, 1" = 100')
- Landscaping and Hardscape Details (2)

- 60 percent Project Specifications in MS Word and PDF format
- 60 percent Opinion of Probable Construction Cost in MS Excel and PDF format
- Draft Project Design Report
- Draft SWPPP

Task 10 – 90 Percent Design Documents (Detailed Plans, Specifications, and Estimate)

Objectives

Upon approval of the 60 percent design by the City, the design process will continue with the development of the 90 percent design Plans, Specifications, and Estimate (PS&E). 90 percent design documents will be developed incorporating 60 percent design review comments provided by the City and other appropriate parties as determined by the City. The 90 percent PS&E will be developed by adding details and refinements to the 60 percent design and will include plans, elevations, sections, and details. A meeting will be held to discuss the comments to the 60 percent design prior to proceeding with the 90 percent design phase.

Technical specifications will be refined and will be consistent with City and Caltrans standards or as approved by the City for submittal during project review and discussion.

The Opinion of Probable Construction Cost will be updated on the basis of quantity estimates taken from the 90 percent plans and specifications.

CDM Smith will submit the 90 percent PS&E to the City for review and comment and schedule a final review meeting with the City. The 90 percent submittal will be considered the Final Draft with minor revisions necessary for development of the 100 percent design bid package.

Approach

10.1 CDM Smith will update each of the 60 percent design components, as described in Task 10, to

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a 90 percent completion level, incorporating new information and review comments provided by the City and other appropriate parties as determined by the City.

10.2 Right-of-way requirements will be updated for each impacted parcel within the project limits.

10.3 CDM Smith will update Right-of-Way information to display any new fee permanent easements, and temporary construction easements per federal guidelines, including, but not limited to, property boundaries and ownership blocks on each plan sheet.

10.4 Add detail call-out identifications that correspond to details within the detail sheets;

10.5 Update the draft Project Design Report and SWPPP to correspond with the 90 percent PS&E submittal.

10.6 Provide Utility agreements

10.7 Provide ROW Certifications

10.8 Refine the detailed Opinion of Probable Construction Cost using the design plans as a basis for the quantity takeoff. Unit costs will be updated from recent bid information and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction cost.

10.9 Update the (1) necessary modifications to the Caltrans Standard Special Provisions, (2) necessary additional technical specifications, and (3) the front end "boilerplate" sections provided by the City.

Assumptions

- The 90 percent Design Report and SWPPP will be submitted electronically in MS Word and PDF.
- The City will provide one round of consolidated and non-conflicting comments.

Deliverables

- 90 percent design drawings in PDF and DWG formats.
- The 90 percent design drawings will include updated sheets as listed in Task 10 above.
- 90 percent Project Specifications in MS Word and PDF format
- 90 percent Opinion of Probable Construction Cost in MS Excel and PDF format
- 90 percent Project Design Report
- 90 percent SWPPP

Task 11 – 100 Percent Bid Documents – Request for Authorization to Proceed

Objectives

CDM Smith will incorporate comments from the City 90 percent design review into the 100 percent Bid Documents. The final bid package will consist of the final project PS&E, sealed by a Registered Civil Engineer, and will show the necessary plans, elevations, sections, and details for use by potential contractors in the preparation of construction contract bids.

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Approach

11.1 Upgrade 90 percent PS&E documents to include 90 percent review comments; and

11.2 Assist the City with preparation and submittal of Caltrans Authorization to Proceed (CON Phase), Sample Finance Letter, and Request for Authorization to Proceed exhibits.

11.3 Provide the Final Engineer's Opinion of Probable Cost for City review.

Assumptions

- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CDM Smith will have no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate project cost or schedule. CDM Smith, therefore, will not warranty that the actual project costs, financial aspects, economic feasibility, or schedules will not vary from CDM Smith's opinions, analyses, projections, or estimates.
- Budget-level cost estimates will include appropriate contingency factors to account for project uncertainties that cannot be explicitly accounted for at the project's various engineering stages. Risks that have been identified will be listed along with potential cost and schedule impacts.
- The effort to prepare quantities for the estimate unit cost items and lump sums will be provided under the respective design discipline task using the City's standard measurements.
- "Soft costs" to be included within the cost estimate, such as City procured items and City self-performed work will be provided to CDM Smith two weeks before the estimate due date.
- Quantities will be developed from engineered drawings to the maximum extent feasible.

Deliverables

- 100 percent design drawings including three full-size hard copies (22"X 34"), and one half-size copy (11" X 17") on inkjet or medium bond paper and two electronic copies on CD in PDF and DWG formats.
- The 100 percent design drawings will include finalized items as listed in Task 10 above.
- 100 percent Project Specifications in MS Word and PDF format
- 100 percent Opinion of Probable Construction Cost in MS Excel and PDF format
- Final Project Design Report
- Final SWPPP

Task 12 – Bid Assistance

Objectives

Bidding support will be provided to the City during the construction contract procurement process. Services will include responding to bidders' questions and providing information and clarification

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regarding the project design and technical specifications. Design addenda will be produced if necessary to clarify design issues. The development of addenda to address unforeseen or new conditions is not included.

Following the bidding process, changes to the design resulting from bidding questions/clarifications and addenda will be incorporated into the design to produce a conformed set of final construction documents. The final construction documents will be reviewed and sealed by a Registered Civil Engineer and will show the plans, elevations, sections, and details for use by the selected contractor for construction of the project.

Approach

12.1 Attend a pre-bid conference with potential contractors to review project requirements on-site with potential contractors.

12.2 Maintain a log of bidder questions, and prepare responses to questions and addenda, if required.

12.3 Prepare conformed drawings that incorporate contract addenda for use during construction.

Assumptions

- The City will produce the necessary hardcopies and manage distribution to potential contractors for bidding purposes.
- The City is responsible for bidding services required for procurement of a construction contractor. Bidding support such as advertisement, bid tabulation and review, award recommendations, etc. is not included in this scope of work
- Bidder questions during the advertisement permit for the construction contract will be addressed and documented.
- Design addenda, due to unforeseen or changed conditions identified during the bidding process, are not included in this scope of work.

Deliverables

- One (1) hardcopy set of 22 in. x 34 in. conformed drawings for construction purposes sealed and signed by a Professional Engineer licensed in the State of California will be provided to the City. The final construction documents (including drawings, specifications, and the Engineer's cost estimate) will be provided in AUTOCAD and PDF format.

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EXHIBIT B

COMPENSATION SCHEDULE

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City of South Lake Tahoe
Pioneer Trail Pedestrian Improvements - Phase 2
Cost Proposal

2/28/2019

	Task	Cost					
		CDM Smith	WBS	Foothill	NV5	MAPCA	Total
1	**Project Mgt, Public Outreach, Meetings, and Coordination**						
1.1	Project Management	$28,456	$0	$0	$0	$0	$28,456
1.2	Meetings	$22,146	$0	$0	$0	$0	$22,146
1.3	TAC Mtgs and Coordination	$14,182	$0	$0	$0	$0	$14,182
2	**Site Surveying**						
2.1	Set Control Points/Collect Field Data	$0	$0	$0	$0	$11,399	$11,399
2.2	Develop Topo and Boundary Basemap	$4,111	$0	$0	$0	$11,922	$16,032
3	**Hydrologic and Hydraulic Analysis**						
3.1	Data Compilation and H&H Modeling	$1,915	$0	$0	$0	$0	$1,915
3.2	Develop Conceptual Recommendations	$1,915	$0	$0	$0	$0	$1,915
4	**Geotechnical Report**						
4.1	Field Investigation	$266	$0	$0	$9,951	$0	$10,216
4.2	Report and Pavement Specifications	$493	$0	$0	$8,077	$0	$8,570
5	**Traffic Study**						
5.1	Intersection and Segment Analysis	$4,056	$0	$0	$0	$0	$4,056
5.2	Documentation for Design Report	$3,448	$0	$0	$0	$0	$3,448
6	**Preliminary Plans (30 Percent)**						
6.1	Develop Alternatives	$9,473	$0	$0	$0	$0	$9,473
6.2	30 Percent Design Drawings	$50,845	$1,090	$0	$0	$0	$51,934
6.3	List of Technical Specifications	$1,759	$2,179	$0	$0	$0	$3,938
6.4	Land Capability Verification	$302	$272	$0	$0	$0	$575
6.5	30 Percent Opinion of Probable Construction Cost	$2,132	$0	$0	$0	$0	$2,132
7	**Environmental Documents**						
7.1	CEQA Initial Study/Mitigated Neg. Dec.	$16,744	$0	$0	$0	$0	$16,744
7.2	Caltrans Preliminary Environmental Study/NEPA Docs	$14,893	$1,090	$4,308	$0	$0	$20,291
7.3	TRPA Initial Environmental Checklist/Permit	$5,474	$1,090	$4,308	$0	$0	$10,873
7.4	NPDES CGP and TRPA Permits	$9,486	$817	$4,308	$0	$0	$14,612
8	**Permission to Enter Agreements**						
8.1	Prepare Agreements/Owner Coordination	$11,023	$0	$0	$0	$0	$11,023
9	**60 Percent Design PS&E and Draft Design Report**						
9.1	60 Percent Drawings	$48,607	$2,179	$0	$0	$0	$50,786
9.2	60 Percent Technical Specifications	$10,329	$1,362	$0	$0	$0	$11,691
9.3	60 Percent Opinion of Probable Construction Cost	$2,836	$545	$0	$0	$0	$3,381
9.4	60 Percent Design Report	$11,533	$1,362	$0	$0	$0	$12,895
9.5	Draft SWPPP	$2,043	$0	$0	$0	$0	$2,043
10	**90 Percent Design PS&E**						
10.1	90 Percent Drawings	$36,190	$1,635	$0	$0	$0	$37,824
10.2	90 Percent Technical Specifications	$4,954	$545	$0	$0	$0	$5,499

CDM Smith

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10.3	90 Percent Opinion of Probable Construction Cost	$2,127	$272	$0	$0	$0	$2,399
10.4	90 Percent Design Report	$7,512	$817	$0	$0	$0	$8,329
10.5	90 Percent SWPPP	$2,237	$0	$0	$0	$0	$2,237
11	**100 Percent Bid Documents**						
11.1	Final Drawings	$25,171	$817	$0	$0	$0	$25,988
11.2	Final Specifications	$2,520	$272	$0	$0	$0	$2,793
11.3	Final Opinion of Probable Construction Cost	$1,418	$272	$0	$0	$0	$1,690
11.4	Final Design Report	$6,621	$272	$0	$0	$0	$6,893
11.5	Final SWPPP	$1,686	$0	$0	$0	$0	$1,686
12	**Bid Assistance**						
12.1	Pre-Bid Conference	$1,572	$0	$0	$0	$0	$1,572
12.2	Document Questions and Responses	$1,863	$0	$0	$0	$0	$1,863
12.3	Bid Addenda	$4,522	$0	$0	$0	$0	$4,522
12.4	Conformed PS&E	$2,182	$0	$0	$0	$0	$2,182
	Subtotal	**$379,042**	**$17,027**	**$12,925**	**$18,028**	**$23,320**	**$450,343**

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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:
William E. Hurrell, Vice President

By:_____

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EXHIBIT D

MANDATORY FISCAL AND FEDERAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS

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ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on March 19th, 2019, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on March 18th 2021, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $33,847.00. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

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G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed or emailed to LOCAL AGENCY's Contract Administrator at the following address:

City of South Lake Tahoe
Attn: Randy Carlson
1052 Tata Lane
South Lake Tahoe, CA 96150
RCrlson@cityofslt.us

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $450,343.00.

J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

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C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Section **Error! Reference source not found.**0. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

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ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting

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Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by A&I.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

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B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

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2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all

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reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

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1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per

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diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list

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current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all AGREEMENTs where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

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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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

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E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ("Agreement") entered into on March 19, 2019 between the City of South Lake Tahoe, a municipal corporation ("CITY") and **CDM Smith, Inc.** ("CONSULTANT") is hereby amended, effective March 19. 2021, as set forth below.

RECITALS

A. On March 19, 2019, the City entered into the Agreement with Consultant to provide engineering design services for the Pioneer Trail Pedestrian Improvement Project Phase II, for a two-year term ending on March 19, 2021.

B. The project has been delayed for approximately two years for various reasons including additional environmental studies needed to satisfy the National Environmental Policy Act, COVID-19 shutdowns causing slower than usual review times on essential documents, and a funding shortfall for the right-of-way phase, which needs to be completed before Tasks 10, 11, and 12 are finalized.

C. The Parties now desire to alter the Agreement's term to allow Consultant additional time to complete the Scope of Services.

AGREEMENT

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

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than June 30, 2023. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by June 30, 2023 shall constitute a material breach of this 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: _____
Ray Jarvis, Director of Public Works

CONSULTANT

By: _____
William E. Hurrell, Vice President

Business License # 320810

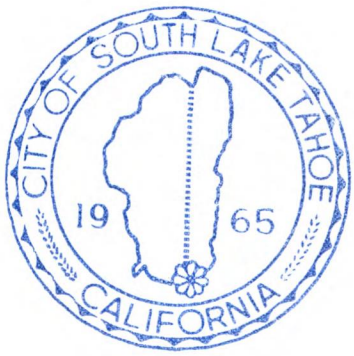
APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____ 3/22/2021
Susan Blankenship, City Clerk

CITY SEAL:



City of South Lake Tahoe

Amendment 2 (C-009-2019) to the Pioneer Trail Pedestrian Upgrade Project, Phase 2 Professional Services Agreement with CDM Smith, Inc. (C-117-2023)

The Professional Services Agreement ("Agreement") entered into on March 19, 2019 between the City of South Lake Tahoe, a municipal corporation ("CITY") and **CDM Smith, Inc.** ("CONSULTANT") is hereby amended, effective June 30, 2023, as set forth below.

RECITALS

A. On March 19, 2019, the City entered into the Agreement with Consultant to provide engineering design services for the Pioneer Trail Pedestrian Improvement Project Phase II, for a two-year term ending on March 19, 2021.

B. The project has been delayed for various reasons including additional environmental studies needed to satisfy the National Environmental Policy Act, COVID-19 shutdowns causing slower than usual review times on essential documents, and a funding shortfall for the right-of-way phase, which needs to be completed before Tasks 10, 11, and 12 are finalized.

C. The Parties now desire to revise the Agreement's term to allow Consultant additional time to complete the Scope of Services.

AGREEMENT

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

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than June 30, 2024. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by June 30, 2024 shall constitute a material breach of this 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: Anush Nejad
Anush Nejad, Director of Public Works

CONSULTANT

By: _____
William E. Hurrell, Vice President

Business License # 320810

APPROVED AS TO FORM:

Heather Stroud (Jul 14, 2023 08:30 PDT)
Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Jul 14, 2023 08:45 PDT)
Susan Blankenship, City Clerk

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME: Stan Hill
- DEPARTMENT: Public Works
- PHONE: (530) 542-6039
- DATE OF SUBMITTAL: 07/12/2023

CONTRACT/ AGREEMENT INFO.

- NAME: Pioneer Trail Pedestrian Upgrade, Phase 2
- CONTRACTOR/CONSULTANT: CDM Smith
- START: 3/19/19 END: 6/30/24 OPTION TO RENEW: ☑
- AMOUNT OF CONTRACT: $ N/A

BUDGET INFORMATION

ACCOUNT NO.: N/A
BUDGET AVAILABLE: N/A
FUNDING VERIFIED: N/A
GRANT FUNDING? Source N/A Federal? Yes ☑ No ☐

Type of Contract

Professional Services Agreement ☑ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐

Brief Description:
Additional time is needed to complete easement acquisitions and acquire Caltrans' authorization to construct. The PSA time is being extended for an additional year in the interest of acquiring Caltrans' right-of-way certification and authorization to construct.

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility? Yes ☐ No ☐ If **yes**, forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☐ 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)*	Anush Nejad	Jul 13, 2023
Dev. Services Director *(where applicable)*		
Finance Director		Jul 13, 2023
City Attorney	Heather Stroud (Jul 14, 2023 08:30 PDT)	Jul 14, 2023
City Manager	Joseph Irvin (Jul 14, 2023 08:30 PDT)	Jul 14, 2023
City Clerk	Sue Blankenship (Jul 14, 2023 08:45 PDT)	Jul 14, 2023

City Council Meeting Date ***(over $60K or where applicable)*****:** March 19, 2019

CDM-Smith_TimeExt-2

Final Audit Report 2023-07-14

Created:	2023-07-12
By:	Andra Burnam (aburnam@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmf1_9GHP3xTAmI-KiwuT-pzwkXL81Y2z

"CDM-Smith_TimeExt-2" History

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2023-07-12 - 11:19:13 PM GMT

Email viewed by hurrellwe@cdmsmith.com
2023-07-12 - 11:29:38 PM GMT- IP address: 104.47.66.126

Signer hurrellwe@cdmsmith.com entered name at signing as William Hurrrell
2023-07-13 - 4:06:05 PM GMT- IP address: 98.124.161.45

Document e-signed by William Hurrrell (hurrellwe@cdmsmith.com)
Signature Date: 2023-07-13 - 4:06:07 PM GMT - Time Source: server- IP address: 98.124.161.45

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Signature Date: 2023-07-13 - 5:06:53 PM GMT - Time Source: server- IP address: 128.92.139.178

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2023-07-13 - 5:06:55 PM GMT

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2023-07-14 - 3:30:52 PM GMT

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2023-07-14 - 3:40:14 PM GMT- IP address: 104.47.64.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
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Agreement completed.
2023-07-14 - 3:45:44 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #: 15

Agenda Item: Agreement with NOVA Geotechnical and Inspection Services- Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) for Specialty Inspection and Testing Services for Multi-Generational Recreation and Aquatic Center

Executive Summary: City Council will consider a contract with Universal Engineering Services (UES) for $330,445.49 for the Specialty Inspection and Testing for the Multi-Generational Recreation and Aquatic Center Project, plus a 20% contingency in the amount of $66,089.10.

Requested Action / Suggested Motions: Pass a Resolution appropriating $330,445.49 for the Specialty Inspection and Testing for the Multi-Generational Recreation and Aquatic Center Project, plus 20% contingency in the amount of $66,089.10 for a total $396,534.59 from General Fund Undesignated Excess Reserves and authorizing and directing the Mayor Pro Tem to execute a contract with Universal Engineering Services (UES).

Responsible Staff Member: Anush Nejad, Director of Public Works and Jeremy Harrison, Building Official

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

Attachments:

01-Staff Report - UES Contract.docx
02-Resolution-Budget Approproation and Agreement with UES.docx
03-UES Contract (Exh. A to Reso.).pdf

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

Meeting Date: November 7, 2023

Title: Agreement with NOVA Geotechnical and Inspection Services – Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) for Specialty Inspection and Testing Services for Multi-Generational Recreation and Aquatic Center

Project Location: 1150 Rufus Allen Boulevard, South Lake Tahoe, CA

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031 and Jeremy Harrison, Building Official (530) 542-6015

Background: On August 8, 2023, the City Council approved an agreement with Roebbelen Constructing, Inc. for the Multi-Generational Recreation and Aquatics Center

The Specialty Inspection and Testing services represents the owner's interest and provides oversight over inspection of various components for the project, and work in tandem with the Building Official for acceptance of various components of the project. They will provide daily reports, as well as weekly and monthly report to the Building Official and test various components of the project.

Issue and Discussion: Recognizing this need and in discussion with the project team, staff begin soliciting proposal for the specialty inspection and testing services. Staff released a Request for Proposal Proposals (RFP) to the public on September 7, 2023.

Two hundred fifty-three (253) firms specializing in inspection and construction management services were electronically notified through Planet Bids. A pre-proposal meeting was conducted on September 18, 2023. Seven firms registered as bidders and downloaded the RFQP documents. The Department of Public Works received two (2) electronic submittals on October 2, 2023.

All submittals received were distributed to the three (3) City's evaluation team members, including City's Building Official, Resident Engineer and Finance Department. Each one of the team members evaluated and then numerically scored each proposal based on the criteria outlined in the RFP. The scores of all three evaluators were then added to achieve a cumulative score for each submittal.

Table A below lists the firms that submitted proposal.

	Firm	Location
1	Black Egale Consulting, Inc.	Carson City, NV
2	Universal Engineering Services (UES)	Reno, NV

Table A – Firms submitting Proposals.

Table B below lists the scoring/rank.

Rank	Firm	Cumulative Score
1	Universal Engineering Services (UES)	272
2	Black Egale Consulting, Inc.	266

Table B – Cumulative Score and Rank

Based on the scoring NOVA Geotechnical and Inspection Services – Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) was the top ranked firm for a not-to-exceed amount of $330,445.49.

Financial Implications: The fee for UES is $330,445.49. Due to nature of the project and potential re-testing and additional unforeseen services, staff recommends a 20% contingency in the amount of $66,089, for a total of $396,534.59.

On August 8, 2023, during the award of the Recreation and Aquatic Center project presentation, staff estimated $650,000 for Specialty Inspection and Testing services. The proposed amendment is below the projected expenditure.

The attached resolution will appropriate funding for the Specialty Inspection and Testing Services from the General Fund Undesignated Excess Reserves. Along with the previous appropriations of $500,227,75 on September 26, 2023, the total appropriations toward Phase 2 from this funding source to date will amount to $896,762.34. The City Council previously approved up to $2,600,000 allocation from the General Fund excess reserves for this project.

In addition to this award, staff has selected Willdan Engineering Inc for an amount of $59,050 for Labor Compliance Services. The agreement has executed by the City Manager, which is within his approval authority. No budget appropriations are required for this contract as the labor compliance was already included in September 26, 2023 budget appropriations reconciliation resolution at $50,000. Budget savings from other items are available to cover the additional $9,050 amount.

These two final services will complete all the necessary support services needed for the Multi-General Recreation and Aquatic Center project delivery, below the originally estimated amounts.

Environmental Considerations:
On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file #2021120206). This action is included within the scope of the IS/MND, and no further environmental review is required under CEQA Guidelines section 15162.

Policy Implications:
The Parks, Trails, and Recreation Master Plan identifies the Recreation Complex Facility and the 56 Acre Plan as recommended projects for the City and the County to pursue. The 2007 56-acre draft Plan includes the recreation facility and expanded amenities in the El Dorado Recreation Area and furthers mutual agency goals to enhance the recreation experience for residents and visitors.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Appropriation of Funds for Specialty Inspection and Testing Services for the Multi-Generational Recreation and Aquatics Center Project Phase 2 in an amount of $396,534.59

BACKGROUND

1. The City of South Lake Tahoe has designated the Multi-Generational Recreation and Aquatics Center a viable and highly desired community project.

2. The City Council Awarded the Construction of the Project to Roebbelen Constructing, Inc. on August 8, 2023.

3. Staff released a Request for Proposal Proposals (RFP) to the public on September 7, 2023, for Specialty Inspection and Testing Services.

4. The selection committee ranked NOVA Geotechnical and Inspection Services – Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) as the top ranked firm.

5. The Department of Public Works recommends awarding the Specialty Inspection and Testing Services for Phase 2, to UES for $330,445.49, plus a 20% contingency in the amount of $66,089 for a total of $396,534.59.

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

1. Appropriates a total of $396,534.59 from General Fund Undesignated Excess Reserves to Account 30160018-42020, Professional Services, to fund Phase 2 project costs.

2. Authorizes and directs the Mayor Pro Tem to execute a contract with NOVA Geotechnical and Inspection Services – Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) $330,445.49, which is attached hereto as Exhibit A, plus a 20% contingency in the amount of $66,089.10 for a total of $396,534.59.

3. Delegates authority to the City Manager to amend the contract at Exhibit A as needed up to the contingency amount for a total contract amount not to exceed $396,534.59.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023 by the following vote:

Yes:

No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor Pro Tem

Attest:

_____

Susan Blankenship, City Clerk

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

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 7th day of November, 2023 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES). ("Consultant").

RECITALS

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

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

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

AGREEMENT

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

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

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

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue through February 28, 2026.

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 $330,445.49 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. Prevailing Wages. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

   In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

   Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the City's office. The Contractor agrees that not less than said prevailing

rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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)].

12. 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.

13. 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.

14. 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.

15. 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.

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 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.

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 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: Tony Dimpel, PE, CEM
NOVA Geotechnical and Inspection Services
dba Universal Engineering Sciences
Area Director, Northern Nevada
6995 Sierra Center Parkway
Reno, NV 8911

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 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.

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 contractors 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:	CONSULTANT:
By_____	By _____
Cody Bass,	Tony Dimpel, PE, CEM
Mayor Pro Tem	Area Director
Date _____	Date _____
	Business License # __100886_____
APPROVED AS TO FORM:	DIR#_____
By_____	Date _____
City Attorney	

ATTEST:

By_____ Date _____
City Clerk

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

EXHIBIT A

SCOPE OF SERVICES

SECTION F

SCOPE OF SERVICES (EXHIBIT A)



F. SCOPE OF SERVICES (EXHIBIT A)

UES is pleased to present our proposal to provide specialty inspections and materials testing services for the City of South Lake Tahoe's new Recreation and Aquatic Center. We have reviewed the City's Request for Proposals (RFP) No. 2023-10-02, including associated plans and addenda, and have prepared our proposal base upon the following factors:

- The project will be subject to the City of South Lake Tahoe Building Department Jurisdiction.
- Review of structural plans prepared by Buehler.
- Review of architectural plans prepared by JK Architecture and Barker Rinker Seacat Architecture.
- Review of civil plans prepared by Barker Rinker Seacat.
- Preliminary Project Schedule was provided showing the overall project schedule and detailed milestones for activities.
- For estimating purposes, assumptions have been made for the time required for miscellaneous site earthwork and off-site/on-site utility installation.
- No QAA/Special Inspections Agreement was provided; however, UES anticipates inspection items for soils, reinforced concrete, structural masonry, structural steel, spray applied fireproofing, seismic wood framing, and special cases such as epoxy and mechanical anchors will require inspections based on its previous experience with similar projects.
- It is assumed that an AISC-approved steel fabricator will be used; this alleviates the requirement for shop fabrication inspection by UES.
- Exclusions from this proposal are architectural items or features and non-structural elements, unless otherwise noted in the scope of services.

SCOPE OF SERVICES

The proposed project will consist of the construction of a new aquatic and recreation center.

SCOPE OF GRADING/SOILS SERVICES

Grading

An inspector will be assigned to the project on a periodic basis to observe excavation and compaction operations, obtain appropriate samples for laboratory tests and perform in-place field density testing. The inspector will observe the Contractor's compliance to geotechnical recommendations and project specifications. For this project, our services will include the following:

- Observe the earthwork required for footings, pad(s) and for all structural areas.

- Provide a project manager to oversee the activities of UES and coordinate field technicians for observation and testing, attend project meetings, monitor field reports, review field and laboratory test results, and prepare the final grading report.
- Provide a State of Nevada Registered Professional Engineer to oversee UES activities. Final grading reports to be wet stamped and signed by the registered engineer.
- Provide pad certifications or recertifications (as applicable) and a final grading report presenting a plot plan, all test results, and opinions regarding compliance to the geotechnical exploration report recommendations and project specifications.



On-site and Off-site Improvements

- Provide In-place Pavement Verification Report(s) with field and laboratory in accordance with jurisdiction guidelines.
- Perform field density testing and observations during utility backfill operations.
- Perform field density testing for street subgrade, curb, gutter, and sidewalks.
- Provide Final Offsite Grading Report(s) per the City of South Lake Tahoe for the off-site testing of roadway sub-base and utility trench backfill.
- Perform field density testing during underslab utility backfill operations.

SCOPE OF STRUCTURAL MATERIALS SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable International Building Code, Governing Agency Technical Guidelines, and project plans and specifications, and will comply with the requirements of ACI-305R, ACI-305.1-6 and ACI-306R. **The contractor shall provide 24 hours 7 days a week access to all concrete cylinders for pick-ups.**

- **Reinforced-Concrete Inspection:** Provide periodic inspection of reinforcing steel installation and continuous inspection during concrete placement. A total of five 4-inch by 8-inch representative test specimens will be cast every 150 cubic yards and/or every day for testing of compressive strength. Strength testing will be as follows unless noted otherwise by plans, specification, or owner requirements:
  - 1 cylinder at 7 days, 3 at 28 days and 1 will be held for 56 days provided the 28-day breaks did not meet strength requirements.

Normal concrete pours will consist of one (1) ICC inspector unless a pump is used, which requires an ACI technician to supplement the inspector. Supplemental inspectors/technicians may be required during periods of peak construction activity. Contractor is responsible for storage of the concrete cylinder samples secured from damage and protected from hot and cold weather to comply with the requirements of ACI-305R, ACI-305.1-6 and ACI-306R. **The contractor shall provide 24 hour 7 days a week access to all concrete cylinders for pick-ups.**

- **Precast Panel Inspection:** Provide periodic inspection of pre tensioned cable and continuous inspection during concrete placement. A total of five 4-inch by 8-inch representative test specimens will be cast every 100 cubic yards and/or every day for testing of compressive strength. Strength testing will be as follows unless noted otherwise by plans, specification, or owner requirements:
  - 1 cylinder at 7 days, 3 at 28 days and 1 will be held for 56 days provided the 28-day breaks did not meet strength requirements.

- **Structural Masonry Inspection (Level B):** Provide periodic inspection of constructed concrete masonry units (CMU), masonry reinforcing steel, and grout spaces. Provide continuous inspection during grouting and construction of masonry prisms. Contractor is responsible for constructing prisms while a certified special inspector is present and storage of prisms in a vertical position and sealed in a plastic bag. Three masonry prism samples are required every 5,000 square feet of placed CMU. Masonry prisms will be tested for compressive strength. Supplemental masonry inspectors/ technicians may be required during periods of peak construction activity.
- **Structural Steel Inspection:** Provide inspection for steel member materials, size and shape, spacing and connections. Provide fabrication and testing of high-strength grout samples for compressive strength as required. Provide non-destructive testing as required, which may include ultrasonic, magnetic particle, dye penetrant and radiography techniques as required for welded connections, alterations, and Skidmore Wilhelm testing for high-strength bolts. Full-time welding inspections are based on Complete Joint Penetration welds or fillet welds greater than 5/16 inch in size. Part time welding inspections are based on fillet welds 5/16 inch or less in size. Part-time field welding inspections are based on structural design only and does not account for errors of size, spacing, and quality of steel connections that may result in a full-time welding inspection.
- **Floor Flatness/Floor Levelness:** Provide inspection and testing of final slab construction to determine compliance with architectural and contractor specifications. Inspector utilizes Face Dip-stick equipment prior to contractor's release of project to owner and produces documentation that states degree of variance in slope for finished floor elevations and flatness.
- **Epoxy and Mechanical Anchor Inspection:** Provide continuous inspection during the placement of epoxy for bolts, all thread rods, and reinforcing steel, as well as during installation of mechanical anchors such as wedge- and screw-types.
- **Seismic Construction:** Provide inspections for all wood framing or cold form steel construction which includes verification of structural member sizes, shear wall sheathing and nailing, floor and roof diaphragms, mechanical fasteners, and hardware. Provide inspections for roof framing.
- **Spray Applied Fireproofing:** Provide periodic inspections for fireproofing applied to structural steel members. Substrate inspection shall be done prior to application of fireproofing. Thickness tests will be taken at 25% of all sprayed beams and columns. One density test and cohesion adhesion will be taken from one column, one beam, one floor joist and one deck (each type of structural member) for every 2,500 square feet of building per floor.
- **Project Management:** A project manager will be assigned to review the daily activity of inspectors/ technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.
- **Final Reports:** Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm Monday thru Friday and should be scheduled at least 24-hours in advance of required inspection/testing. **Scheduling can be done by phone at 775-634-0006 or via email at renodispatch@teamues.com. At no time will dispatch be scheduled by voice mail or through field inspectors/technicians.**

It is the City's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work. This proposal does not include time for re-testing, re-inspection, or inspections that are cancelled without proper notification.

APPROACH TO WORK

UES will strive to maintain focus on the following objectives for the South Lake Tahoe Multi-Generational Recreation and Aquatic Center Special Inspections Services Proposal. First, we will establish a clear understanding of the City of South Lake Tahoe needs as outlined in the Scope of Services and being defined as:

- Observing the Work
- Reporting Non-Conforming Items
- Conducting All Testing
- Furnishing All Daily Reports
- Furnishing Weekly Reports
- Furnish Final report

Second, we will follow the goals and milestones as established in the contractual requirements for each particular inspection item. Then, we will seek to gain a clear understanding of the Contractor's work philosophy and operational procedures together with the Owner's expectations.

UES maintains an extensive amount of equipment and has a large resource pool of technicians readily available. We also have a document control/record keeping system (Metafield) which allows expedited report preparation and retrieval of archived reports, drawings, and critical documentation related to the project.

An integral Quality Assurance/Quality Control (QA/QC) system is in place which helps UES maintain its level of quality. A financial management system has been established with an invoicing system designed to service the City of South Lake Tahoe, enabling seamless processing of project costs.

Finally, UES has an advanced level of detailed knowledge pertaining to regulatory agency mandates and guidelines governing a particular task or scope of work. UES has found this integrated project approach to be an important tool for accomplishing project objectives for clients, in general, and will serve the City's goals, specifically.

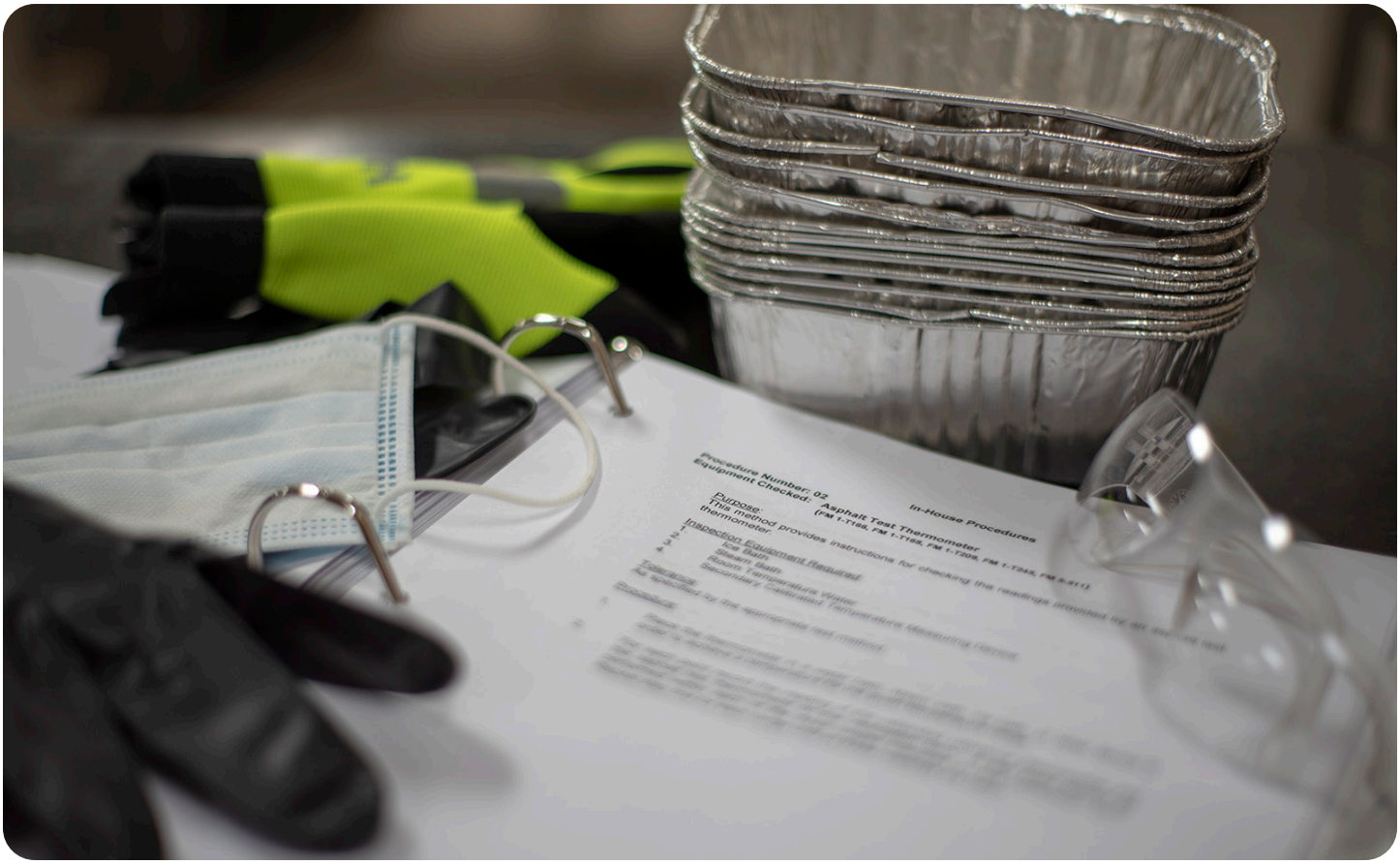


EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

SECTION G

PROJECT BUDGET (EXHIBIT B)



G. PROJECT BUDGET (EXHIBIT B)

BILLING PRACTICES

Our services are performed on a time and materials, not-to-exceed, basis for the actual work performed. We typically bill our clients once per month after services are provided; however, billing terms may be adjusted upon request.

ESTIMATED COST OF SERVICES

We do not anticipate overtime for this project; however, prevailing wage overtime rates will apply for any overtime accrued for inspector/technician time. Based on the information provided, our estimated fee for inspection and testing services is **$330,445.49 for the duration of the project or January 2026.** The breakdown of cost is provided in the following Cost Estimate Table. In addition, our billing rates and laboratory services rates are provided following the Cost Estimate Table.

COST ESTIMATE

	Projected Days-Sets	Hours-Units	Quantity	Rate	Total
0002 Utilities including underslab and pool, and site work	25	6	150	$ 145.00	$ 21,750.00
				Utilities Sub Total	**$ 21,750.00**
0003 Civil Site Work					
Exterior concrete: subgrade testing	10	6	60	$ 145.00	$ 8,700.00
Exterior concrete: baserock testing	10	4	40	$ 145.00	$ 5,800.00
Exterior concrete: sampling: walk/c-g/v-g	20	4	80	$ 145.00	$ 11,600.00
HMA: subgrade - proofroll & compaction	2	4	8	$ 145.00	$ 1,160.00
HMA: baserock - compaction	10	4	40	$ 145.00	$ 5,800.00
Asphalt samples and rolling pattern	5	8	40	$ 145.00	$ 5,800.00
Asphalt cores-surface tolerance	1	8	8	$ 145.00	$ 1,160.00
Signage-Striping			0	$ 145.00	$ -
Site-Laboratory Testing					
Maximum Dry Density (Curves)	1	6	6	$ 190.00	$ 1,140.00
Sieve Analysis	1	6	6	$ 150.00	$ 900.00
Plasticity Index	1	6	6	$ 100.00	$ 600.00
Sand Equivalent	1	6	6	$ 100.00	$ 600.00
Concrete Cylinders	20	5	100	$ 23.00	$ 2,300.00
Asphalt Testing (sets)	1	6	6	$ 500.00	$ 3,000.00
				Site Improvements Subtotal	**$ 48,560.00**
0005 1704 Structural Inspections					
Misc. Concrete -Ext Pads, Footings , structural	15	6	90	$ 145.00	$ 13,050.00
Pull Testing - Mock ups	5	6	30	$ 145.00	$ 4,350.00
Footing Reinforcing Inspection	10	5	50	$ 145.00	$ 7,250.00
Reinf. Concrete - Footing Placement	10	8	80	$ 145.00	$ 11,600.00
Slab compaction	5	5	25	$ 145.00	$ 3,625.00
Reinforcing SOG	10	5	50	$ 145.00	$ 7,250.00
Reinf. Concrete - SOG Placement	10	8	80	$ 145.00	$ 11,600.00
PrecastInsultaed Panel Inspection (manufacturing plant)	15	8	120	$ 145.00	$ 17,400.00
Structural Masonry & Reinforcing Steel	45	6	270	$ 145.00	$ 39,150.00
Fire Proofing	10	5	50	$ 145.00	$ 7,250.00
Field Welding	25	8	200	$ 145.00	$ 29,000.00
Shop Welding			0	$ 145.00	$ -
NDT Testing	20	6	120	$ 145.00	$ 17,400.00
Wood Framing - Shear Nailing	15	6	90	$ 145.00	$ 13,050.00
High Strength Bolts	16	6	96	$ 145.00	$ 13,920.00
Skidmore and Torque Wrench	3	5	15	$ 145.00	$ 2,175.00
Floor Flatness/ Values vary depending on location	1	7	7	$ 700.00	$ 4,900.00
Structure-Laboratory Testing					
High strength grout	6	6	36	$ 23.00	$ 828.00
Concrete Cylinders	90	5	450	$ 23.00	$ 10,350.00
Masonry Prisms Sets	5	3	15	$ 125.00	$ 1,875.00
CMU units	2	9	18	$ 125.00	$ 2,250.00
Grout and mortar	6	6	36	$ 23.00	$ 828.00
				Structure Subtotal	**$ 219,101.00**
Estimated Travel Expense (mobilization from Reno Office)	200	110	22000	$0.625	**$13,750.00**
				Inspections Subtotal	**$ 303,161.00**
Administrative	4	%			$ 12,126.44
Project Management	5	%			$ 15,158.05
				TOTAL ESTIMATE	**$ 330,445.49**

BILLING RATES

The following billing rates are provided for the services requested in the RFP.

Management/Staff Professionals	
Position	Hourly Rate
Authorized Signatory/Area Director	$225.00
Regional Principal Engineer	$225.00
Lead Project Manager/Engineer	$175.00
Materials Specialist	$155.00
Assistant Project Manager	$135.00
Geotechnical Support Professional	$135.00
Project Coordinator/Dispatcher	$110.00
Inspectors/Field Technicians	
Position	Hourly Rate
Field Technician (ACI, Soil, Asphalt)	$145.00
ICC Special Inspector	$145.00
Welding Inspector (AWS-certified)	$145.00
Project Coordination	
Position	Hourly Rate
Admin Clerical	$70.00

NOTES

1) Rates will be adjusted annually on July 1st to reflect prevailing wage increases listed by the California Department of Industrial Relations."

2) Hourly rates are dependent on current prevailing wage rates (per Addendum 1).

3) For field technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times and 2 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays/Sundays and Holidays, respectively. Field technician and special inspection rates are based on no hourly minimums.

SCHEDULE OF FEES

LABORATORY TESTING SERVICES

All Tests are conducted in accordance with ASTM Standards unless otherwise specified.

SOIL AND AGGREGATES

Compaction

- Standard, D-698 — $ 150.00
- Modified 4, D-1557 — $ 155.00
- Modified 6", D-1557 — $ 190.00
- Check Point, As Above 6" — $ 75.00
- Check Point, As Above 4" — $ 55.00

Properties

- R-Value, ASTM D2844 — $ 250.00
- C.B.R. — $ 550.00
- Soil Cement or C.T.B. Mix Design — Per Quote
- C.T.B. Compression Test (without preparation), D-1633 — $ 22.00
- Hydrometers with Specific Gravity, D-422 — $225.00
- Moisture Determination, D-4959 — $ 25.00
- Moisture Determination and Unit Weight – undisturbed tube sample — $ 30.00
- Organic Content – Soils — $ 100.00
- Free Swell — $ 90.00
- Expansion Index, D-4829 — $ 140.00
- Permeability Tests (Remolded Samples) (Does not include curve), D-5084 — $ 190.00
- Permeability Tests (Undisturbed Samples), D-5084 — $ 160.00
- Plasticity Index, D-4318 — $ 100.00
- Sand Equivalent, Average of 3, D-2419 — $ 95.00
- Sieve Analysis, Coarse or Fine, C-136 — $ 85.00
- Los Angeles Rattler Test, 500 revolutions, C-131 — $150.00
- Los Angeles Rattler Test, 1000 revolutions, C535 — $175.00
- Mortar Making Properties of Sand (2 ages), C-87 — $ 200.00
- Potential Reactivity Test, C-157 / SEAOC — Per Quote
- Sulfate Soundness (5 cycles), C-88, per sieve — $ 250.00
- Unit Weight, C-29 — $ 75.00
- Angularity D2488 — $ 85.00
- Cleanness Value — $ 120.00
- Sieve Analysis, Coarse and Fine, Incl. Wash, C-136 — $ 150.00
- Sieve Analysis, Geotech — $ 100.00
- Sieve Analysis, Wash, % Finer than No. 200 sieve, C-117 — $ 65.00
- Soil Chemistry — Per Quote
- Specific Gravity – Soils, D-854 — $ 85.00

Shear Strength and Consolidation Tests

- Consolidation (with one-time rate), D-2435 — $ 300.00
- Triaxial Compression (Quick) per Point — Per Quote
- Triaxial Compression (Multi-Stage) — Per Quote
- Triaxial Compression (Other Types) per Point — Per Quote
- Direct Shear (3 Points), D-3080 — $ 400.00
- Direct Shear W/Rate Slower than .025"/MIN — $ 400.00
- Remolded Direct Shear (3 Points) — $ 350.00

Aggregate Quality

- Specific Gravity, Absorption – Gravel, C-127 — $ 85.00
- Specific Gravity, Absorption – Sand, C-128 — $ 85.00
- Clay Lumps and Friable Particles, C-142 — $ 90.00
- Fractured Faces, *NVT230 — $ 100.00
- Durability Index, Coarse or Fine, D-3744 — $ 130.00
- Flat and Elongated Particles on Sieved Sample, D-4791 — $ 110.00
- Organic Impurities, C-40 — $ 65.00
- Lightweight Pieces in Aggregate, C-123 — $ 175.00
- Penetration Test, (Each Temperature), D-5 — $ 40.00
- Hveem Stability, (including Mixing Sample), D-1560 — Per Quote
- Hveem Stability, (on Premixed Sample) — Per Quote
- Swell Test — $ 100.00
- Unit Weight of Asphalt Core or Compacted Sample, D-2726 — $ 35.00
- Theoretical Specific Gravity, D-2041(Rice) — $ 100.00

BUDGET

Estimated fees (not to exceed)	**$316,695.49**
Travel and out-of-pocket expenses	**$ 13,750.00**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$330,445.49**

TIMELINE

Work will be begin from November 7, 2023 to February 28, 2026.

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:
Tony Dimpel, PE, CEM

By:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2023

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 Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Carly Samuel **PHONE (A/C, No, Ext):** 7706705324 **FAX (A/C, No):** 770.670.5324 **E-MAIL ADDRESS:** uescerts@greyling.com
INSURED UNIVENG Nova Geotechnical And Inspection Services, - Northern Nevada LLC 6995 Sierra Center Parkway Reno NV 89511	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Arch Insurance Company 11150 **INSURER B :** Endurance American Specialty Ins Co 41718 **INSURER C :** Evanston Insurance Company 35378 **INSURER D :** Landmark American Insurance Company 33138 **INSURER E :** StarStone Specialty Insurance Company 44776 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2066266244 **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 X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	ZAGLB9255701	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	ZACAT9289701 EXT30030240900	5/1/2023 1/1/2023	5/1/2024 5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Excess Auto	$ 2,000,000 $ $ $ $ 2,000,000
C D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	MKLV2EUE101545 LHA100521	1/1/2023 1/1/2023	5/1/2024 5/1/2024	EACH OCCURRENCE AGGREGATE 	$ 7,000,000 $ 7,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	ZAWCI9995401	5/1/2023	5/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E C	Excess GL Professional Liab incl. Pollution Liab		Y	77102C232ALI MKLV7PL0005710	1/1/2023 2/1/2023	5/1/2024 5/1/2024	Per Occ./Aggregate Per Claim Aggregate	4,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of South Lake Tahoe.
City of South Lake Tahoe is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number
ZACAT9289701

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 05-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES MIDCO, INC.
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC. DBA UNIVERSAL ENGINEERING SCIENCES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.

Policy Number
ZACAT9289701

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 05-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY
& TESTING, INC.
F/K/A SUMMIT ENGINEERING,
LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC

GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
ALPHA TESTING, LLC
AUSTIN ATI HOLDINGS INC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, PC
CARMICHAEL ENGINEERING LLC - A
UES COMPANY
FAULKNER ENGINEERING SERVICES
LLC
GRUBBS, HOSKYN, BARTON &
WYATT, INC.

Policy Number
ZAGLB9255701

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 001

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 05-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

THE INSURED NAME HAS BEEN CHANGED

FROM: OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES MIDCO, INC.
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
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IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC. DBA UNIVERSAL ENGINEERING SCIENCES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.
QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY & TESTING, INC.
F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C.
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GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, PC
CARMICHAEL ENGINEERING LLC - A UES COMPANY
FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Policy Number
ZAGLB9255701

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 001

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 05-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

TO: OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES MIDCO, INC.
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FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

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Policy Number
ZAWCI9995401

ENDORSEMENT

ARCH INSURANCE COMPANY

Insured Name OBSIDIAN GROUP HOLDINGS, LLC

Policy Effective Date: 05-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE INSURED NAME HAS BEEN CHANGED

FROM: OBSIDIAN GROUP HOLDINGS, LLC
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
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CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC. DBA UNIVERSAL ENGINEERING SCIENCES

Coverage Parts Affected

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date 05/01/2023 , this endorsement forms part of Policy Number ZAWCI9995401

Insured Name: OBSIDIAN GROUP HOLDINGS, LLC TO BE ADJUSTED AT AUDIT

Policy Effective Date: 05-01-2023

NCCI Carrier Code: 28355

Endorsement No: 001

WC 89 06 00 A

Policy Number
ZAWCI9995401

ENDORSEMENT

ARCH INSURANCE COMPANY

Insured Name OBSIDIAN GROUP HOLDINGS, LLC

Policy Effective Date: 05-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.
QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY & TESTING, INC.
F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC
GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, PC
CARMICHAEL ENGINEERING LLC - A UES COMPANY
FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

TO: OBSIDIAN GROUP HOLDINGS, LLC

Coverage Parts Affected

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ENDORSEMENT

ARCH INSURANCE COMPANY

Insured Name OBSIDIAN GROUP HOLDINGS, LLC

Policy Effective Date: 05-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
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QC SOUTHWEST, INC.

Coverage Parts Affected

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(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date 05/01/2023 , this endorsement forms part of Policy Number ZAWCI9995401

Insured Name: OBSIDIAN GROUP HOLDINGS, LLC TO BE ADJUSTED AT AUDIT

Policy Effective Date: 05-01-2023

NCCI Carrier Code: 28355

Endorsement No: 001

WC 89 06 00 A

Policy Number
ZAWCI9995401

ENDORSEMENT

ARCH INSURANCE COMPANY

Insured Name OBSIDIAN GROUP HOLDINGS, LLC

Policy Effective Date: 05-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUMMIT ENGINEERING, LABORATORY & TESTING, INC.
F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC
GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, LLC
CARMICHAEL ENGINEERING LLC - A UES COMPANY
FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

THE FOLLOWING ENTITY NAME(S) HAVE BEEN CHANGED FROM: DAN BROWN AND ASSOCIATES, PC TO: DAN BROWN AND ASSOCIATES, LLC

Coverage Parts Affected

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date 05/01/2023 , this endorsement forms part of Policy Number ZAWCI9995401

Insured Name: OBSIDIAN GROUP HOLDINGS, LLC TO BE ADJUSTED AT AUDIT

Policy Effective Date: 05-01-2023

NCCI Carrier Code: 28355

Endorsement No: 001

WC 89 06 00 A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):
BY WRITTEN CONTRACT OR AGREEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9289701

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 5/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

Endorsement Effective Date: 05/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS.	ALL PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS.	ALL PROJECTS
PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S), PRIOR TO LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2023 Policy No. ZAWCI9995401 Endorsement No.

Insured OBSIDIAN GROUP HOLDINGS, LLC Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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POLICY NUMBER: **ZAWCI9995401**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.	ALL JOBS UNDER CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-01-23 Policy No. ZAWCI9995401 Endorsement No.

Insured OBSIDIAN GROUP HOLDINGS, LLC Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE: 05-02-23

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #: 16

Agenda Item: Fire Station 3 Interim Renovations

Executive Summary: On September 12, 2023, the City Council passed a Resolution directing staff to implement minor repairs and alterations to Fire Station 3 for a not-to-exceed amount of $500,000. Staff have been working with various contractors to schedule these alterations as soon as possible. Based on current estimates, staff requests an allocation of $300,000 from the Measure S fund balance for the anticipated work.

Requested Action / Suggested Motions: Pass a Resolution allocating $300,000 for interim renovations for Fire Station 3

Responsible Staff Member: Anush Nejad, Director of Public Works and Jim Drennan, Fire Chief

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

Attachments:

01-Staff Report - Fire Station 3 Interim Upgrades.docx
02-Resolution-Budget Approproation FS3.docx

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

Meeting Date: November 7, 2023

Title: Fire Station 3 Interim Upgrades

Location: 2101 Lake Tahoe Boulevard

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031 and Jim Drennan, Fire Chief (530) 542-6152

Background: On September 12, 2023, the City Council passed a motion to invest up to $500,000 for interim upgrades for Fire Station 3, until a new Fire Station is designed and built at a new location next to the existing fire station.

Issue and Discussion: City's Facilities Maintenance Manager discussed the costs and options for minor renovations to the internal building envelope on the second story that do not trigger Building Code or ADA upgrades, including 1) new flooring on the second floor, 2) HVAC upgrade, 3) a kitchen upgrade, 4) interior painting on the second floor, and 5) roof leakage report and replacement of heat tape. City has met with several contractors to review the scope and costs and is ready to award contracts for these upgrades immediately after funding allocation.

The fire chief has reviewed the upgrades and is recommending basic upgrades for an estimated total cost of $300,000. Staff is requesting funding to award the contracts.

Financial Implications: Staff is requesting approval of the attached Resolution allocating $300,000 from Measure S funds to CIP Account 301-60071 – 48030 Fire Station III Crews Quarters.

Environmental Considerations: The rehabilitation and upgrades are categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines 15301 (Existing Facilities) because it consists of the repair or minor alteration of an existing public structure involving negligible or no expansion of existing or former use.

Policy Implications: City Council Strategic Priority 5 – Continuous Improvement.

- Goal 5.1 Public Safety "Ensure substantial investment in public safety by investing in police, fire and snow removal operations and equipment needs…"

- Goal 5.3 Infrastructure and Maintenance "Ensure our City has sustainable funding sources to properly maintain infrastructure including roads, snow removal, facilities, recreation sites and trails."

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Appropriation of Funds for Interim Upgrades for Fire Station 3 in an amount of $300,000

BACKGROUND

A. The building housing Fire Station 3 was originally built in 1957 with a minor remodel in the 1970s. The building has not been remodeled or improved since the 1982 project.

B. In May 2022, staff received the estimated project costs resulting from the initial conceptual planning and design process, totaling approximately $4.9 million for the renovation, not including the soft costs of relocating the staff and equipment during the renovation.

C. On March 28, 2023, City staff updated the City Council on the renovation of Fire Station 3, with an estimated cost of $3.5 million. At this meeting, the Council directed City staff to consider other options and return for additional direction from the Council.

D. On September 12, 2023, the City Council passed a motion to allocate up to $500,000 for interim remodeling to improve the living conditions for the fire crew. In addition, the City Council passed a motion to plan, design and build a new fire station next the existing building.

E. The Department of Public Works and Fire Department have reviewed the upgrade requirement and currently requesting a lower amount of $300,000 to upgrade the internal space and roof for the Fire Station.

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

1. Appropriates a total of $300,000 from Measure S to CIP Account 301-60071 – 48030 Fire Station III Crews Quarters for interim upgrades for the living quarters for the fire fighters.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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 7, 2023

Agenda Item #: 17

Agenda Item: Amendments to Agreements with Jviation and ESA for the Airport Master Plan Update and Appropriation of Funds

Executive Summary: The Lake Tahoe Airport was awarded the FAA grant for the Master Plan Update and staff recommends amending existing contracts with Jviation and ESA to complete the update and associated environmental review. The Master Plan is a viable tool for the Airport to make upgrades to existing facilities and show how the airport will proceed in the next 20 years.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute Amendment 5 to the Professional Services Agreement with Jviation in an amount not to exceed $514,169, and Amendment 6 to the Professional Services Agreement with ESA in an amount not to exceed $241,407, both for the development of the Airport Master Plan Update.

Responsible Staff Member: John Dickinson, Airport Manager

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

Attachments:

01-Staff Report-Amendments to PSA - Jviation and ESA
02- Resolution Airport Master Plan.docx
03- Jviation Amendment 5.pdf
04- Amendment 6 Environmental Science Associates Master Plan

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

Meeting Date: November 7, 2023

Title: Amendments to Professional Services Agreements with Jviation and ESA for the Airports Master Plan and Appropriation of Funds

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

Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182

Background: The Lake Tahoe Airport (Airport), following Federal Aviation Administration (FAA) regulation and guidance, seeks to continue to operate in a safe, efficient, and effective manner as aviation demand, market conditions, and technologies evolve through the preparation of an updated and current Airport Master Plan. The last comprehensive Airport Master Plan for Lake Tahoe Airport was completed in 2016 and is outdated in terms of adhering to federal design standards.

As a public-use airport, the Airport Master Plan must ensure that the Airport will continue to comply with all appropriate federal regulations, obligations, and design standards. The Airport Master Plan will address current design standards, consider new opportunities for increased airport revenues and services to users, and gain acceptance from agencies that have jurisdiction over Airport development.

On February 1, 2022, the City Council awarded a 5-Year Master Professional Service to a team led by Jviation for Airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services ending May August 15, 2027.The Master Professional Services contract award followed a competitive bidding process in accordance with the City of South Lake Tahoe and FAA procurement policies. Currently, ESA is under a 5- Year Airport Environmental Service Contract with the Lake Tahoe Airport, which in their Capital Projects scope of work shows this to be start in FY 2023-2024. Their current contract ends in 2026 and will have to be rebidded accordance with FAA guidelines.

Issue and Discussion: The Airport plans to issue an amendment to Jviation contract for new professional services. The first task will entail preparing the first phase of the Airport Master Plan, consisting of the study design, outreach and public engagement, inventory of existing conditions consistent with environmental requirements, survey, airspace analysis and obstacle reporting, and aviation activity forecasts. The second task will entail preparing the second phase of the Airport Master Plan, consisting of facility requirements, development alternative and a recommended plan, updated Airport Layout Plan, program implementation plan in terms of funding, and project documentation such as the overall final deliverable. The Master Plan will be prepared per FAA regulation and guidance, City requirements, and Airport governing documents.

The Airport also plans to issue an amendment to the ESA's contract to address provision of environmental professional services. Environmental clearance for the Master Plan Update is

anticipated to include preparation of an initial study (IS) in compliance with the California Environmental Quality Act (CEQA) and Initial Environmental Checklist (IEC) for Tahoe Regional Planning Agency (TRPA) approval. An IEC is prepared under TRPA regulations to determine if an Environmental Impact Statement (EIS), a Mitigated Finding of No Significant Effect, or a Finding of No Significant Effect (FONSE) is required. Preparation of an IS under the California Environmental Quality Act (CEQA) allows the Lead Agency (City of South Lake Tahoe) determine if an Environmental Impact Report (EIR), a Mitigated Negative Declaration (MND), or a Negative Declaration (ND) should be prepared for purposes of complying with CEQA. National Environmental Policy Act (NEPA) review would be reserved for individual project evaluations and would not be part of this review.

The Master Plan for the Airport will be put out to the public and will take into account all alternatives and bring them forth to City Council for review. The Master Plan is 100% transparent and will take into account all comments.

Financial Implications: The Airport anticipates that a complete and thorough environmental review will ensure the Master Plan Update will be compliant with all state and local environmental requirements and its proposed improvements will remain eligible for federal airport improvement grants. Further, it will provide the City of South Lake Tahoe, interested stakeholders, and the general public are informed of the potential for any environmental impacts associated with the Master Plan Update as well as its benefits. This part of the processes will not be covered by FAA funding and will be funded by the Airport Cash Balance. This amount will be for $241,407, including a 5% contingency.

The FAA grant assurances strongly recommend that airports be financially self-sufficient to the extent feasible. As a result, sound financial management and planning is required to ensure that the Airport meets its obligations, while not negatively impacting the City's finances. This Airport Master Plan will present general recommendations for improving the Airport's short-, medium-, and long-term financial sustainability that will require further study. Environmental review is a required part of the process for updating the Master Plan. Thus, continued eligibility for FAA grant assurances will rely heavily on a complete and accurate environmental review. An IS/MND and IEC/MFONSE are anticipated to provide the appropriate level of environmental review.

The Jviation contract amendment will be funded through the FAA grant of $471,752 and Caltrans match of $12,659. The City's match will come from the Airport's cash balance in the amount of $29,758.00. Below is the breaks down of the Financials:

Contractor	Amount	Airports Cash Used
Jviation	$514,169.00	$29,758.00
ESA	$241,407.00	$241,500.00

The City Council has previously authorized the grant applications and acceptance for FAA funds and State Matching grant on May 2, 2023. The final grant amounts as indicated above will be appropriated into revenue and expenditure budgets. Additional funding appropriations for the Airport will be completed through the Airport's cash balance and not general funds.

Environmental Considerations: The Airport Master Plan Update is subject to review under CEQA and NEPA. Entering into contracts to prepare the Airport Master Plan Update and associated environmental review is not "approval" of a project requiring review under CEQA

Guidelines section 15352 because it is not a decision which commits the City to a definite course of action.

Policy Implications: The associated documents will provide information to decision makers and the public with which to consider the potential implications of adopting the Master Plan Update.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Approving Contract Amendment 5 with Jviation and Contract Amendment 6 with ESA to Prepare Airport Master Plan Phase I and Phase II and Appropriating FAA and Caltrans grant funding and additional funding from Airport Fund Balance

BACKGROUND

A. The South Lake Tahoe Airport (Airport) desires to approve and fund the preparation of a new Airport Master Plan, as recommended by the Federal Aviation Administration (FAA), to provide the City of South Lake Tahoe with an enhanced planning tool to identify and better address current and future needs of airport users and the community.
B. The last comprehensive Airport Master Plan for Lake Tahoe Airport was completed in 2016 and an updated Master Plan is recommended to address current design standards, consider new opportunities, and gain acceptance from agencies that have jurisdiction over Airport development.
C. The goal of this Airport Master Plan is to serve as a guiding plan for Lake Tahoe Airport to continue to operate in a safe, efficient, and effective manner as aviation demand, market conditions, and technologies evolve. As a public-use airport, the Airport Master Plan must ensure that the Airport will continue to comply with all appropriate federal regulations, obligations, and design standards.
D. The Airport wishes to contract with Jviation, A Woolpert Company, for the development of all necessary documents for the Airport Master Plan, including support services, associated financial submissions, and documentation to ensure compliance with all City of South Lake Tahoe requirements and Federal Aviation Administration grant assurances.
E. The existing environmental conditions will be inventoried to ensure they are consistent with the National Environmental Policy Act (NEPA). This master plan will also include documentation and coordination necessary to gain California Environmental Quality Act (CEQA) and Tahoe Regional Planning Agency (TRPA) approval for recommended master plan projects.
F. The City Council has previously on May 2, 2023 authorized to apply and accept FAA grant funding for up to $495,000 and State AIP Matching for up to $24,750 to fund the Master Plan project. The City's match and the cost of the environmental review not covered by FAA funding will be provided through the Airport cash balance.

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 Amendment 5 to contract with Jviation, A Woolpert Company for $514,169 and Amendment 6 to contract with ESA for $241,407 for Services to prepare an Airport Master Plan.

2. Appropriates $241,407.00 for ESA contract from the available Airport fund balance to Airport Master Plan Account 501-80032-48010 Engineering Study/Design.
3. Authorizes and directs the Finance Director to appropriate additional funding as follows:

    - $471,752 into account 501-80032-33112 for the FAA grant;
    - $12,659 into account 501-80032-33214 for the Caltrans grant;
    - $514,169 into account 501-80032-48010 for Jviation contract (including $29,758.00 from the Airports cash fund for the City match).

Adopted by the City of South Lake Tahoe City Council on November 7th 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____

Cristi Creegan, 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
Amendment No. 5 to Airport Master Professional Services Agreement with Jviation (C-103-2022)

The Professional Services Agreement entered into on _____, 2023, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Jviation, A Woolpert Company** ("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 June 21, 2022 and the First Amendment to the Professional Services Agreement dated October 18, 2022, the Second Amendment to the Professional Services Agreement dated December 27, 2022, the Third Amendment to the Professional Services Agreement dated March 14, 2023, the Fourth amendment to the Professional Services Agreement dated March 31, 2023, and the Fifth Amendment adds the work described within **Exhibit A, Scope of Services** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, is $514,169.00 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 $514,169.00, 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 Consultant to be executed on _____.

CITY OF SOUTH LAKE TAHOE

By: _____
Cristi Creegan, Mayor

CONSULTANT

By: _____
Eric Risner
Business License # 011275

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

Exhibit A: Scope of Services

SCOPE OF WORK
LAKE TAHOE AIRPORT
South Lake Tahoe, California
Airport Master Plan
Phase I

PROJECT OVERVIEW

Lake Tahoe Airport (or "TVL" or the "Airport") is a historically significant and important transportation facility for the City of South Lake Tahoe and surrounding region. The Airport directly impacts the area's economic vitality as an essential transportation resource. The Airport lies 3 miles southwest of South Lake Tahoe, CA and the Sponsor is the City of South Lake Tahoe.

The last comprehensive Airport Master Plan (AMP) for Lake Tahoe Airport was completed in 2016 and should be updated address current design standards, consider new opportunities, and gain acceptance from agencies that have jurisdiction over Airport development. A new plan has been recommended by the Federal Aviation Administration (FAA) so that proposed improvements remain eligible for federal airport improvement grants. Further, it will provide the city of South Lake Tahoe with an enhanced planning tool to identify and better address current and future needs of airport users and the community. Woolpert (the "Consultant") will prepare this Airport Master Plan in accordance with current FAA requirements, regulations, rules, policies, grant assurances and Advisory Circulars (ACs).

As noted in Chapter 1 of the FAA's AC 150/5070-6B, *Airport Master Plans*: "The elements of a master planning process will vary in complexity and level of detail, depending on the size, function, issues, and problems of the individual airport. The technical steps described in this AC are generally applicable, *although each step should be undertaken only to the extent necessary to produce a meaningful product for a specific airport. The sponsor, the sponsor's consultant, and FAA representatives must carefully prepare a scope of work that reflects the circumstances (and requirements) of the individual airport*."

The Airport Master Plan report and accompanying Airport Layout Plan will be prepared in accordance with current Federal regulations, policy, Advisory Circulars (ACs) and guidance, including FAA ARP SOP 2.00, *FAA Airports Standard Operating Procedures (SOP) for FAA Review and Approval of Airport Layout Plans (ALPs*); FAA ARP SOP 3.00, *FAA Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps;* FAA AC 150/5070-6B, *Airport Master Plans*; AC 150/5300-13B, *Airport Design*; AC 150/5060-5, *Airport Capacity and Delay*; and AC 150/5325-4B, *Runway Length Requirements for Airport Design*; 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*; FAA Order 5100.38D, *AIP Handbook*; FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and FAA Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*.

The FAA requires that, at a minimum, each master plan produce the following items:

- Inventory of Existing Conditions
- Forecasts of Aviation Demand
- Landside, Airside and Terminal Area Facility Requirements
- Airport Layout Plan (ALP)
- Analysis of Development Alternatives
- Environmental Considerations
- Airport Capital Improvement Plan (ACIP)

MASTER PLAN STUDY GOALS

The goal of this Airport Master Plan is to serve as a guiding plan for Lake Tahoe Airport to continue to operate in a safe, efficient, and effective manner as aviation demand, market conditions, and technologies evolve. As a public-use airport, the Airport Master Plan must ensure that the Airport will continue to comply with all appropriate federal regulations, obligations, and design standards. Specifically, the AMP must fulfill the broad master planning goals established by the FAA in FAA AC 150/5070-6B, *Airport Master Plans.* The Airport must also be consistent with and meet the city's goals for its public facilities.

The FAA grant assurances strongly recommend that airports be financially self-sufficient to the extent feasible. As a result, sound financial management and planning is required to ensure that the Airport meets its obligations, while not negatively impacting the city's finances. This Airport Master Plan will present general recommendations for improving the Airport's short-, medium-, and long-term financial sustainability that will require further study. Discussions with the Airport and key stakeholders will identify any other potential goals for the master plan.

AIRPORT MASTER PLAN KEY ISSUES

The FAA wants each master plan to identify and focus on the unique issues at an airport. The Lake Tahoe Airport Master Plan will emphasize the following areas:

- Inventory existing facilities and demonstrate the significance of the airport in the community.
- Inventory existing environmental resources and assess environmental impacts of proposed projects and the need for additional environmental documentation. Coordination with regulatory agencies with jurisdiction will be key throughout the master planning process.
- Prepare general aviation (GA) forecast. Determine the existing and future (20-year) design aircraft, based aircraft and activity measures. This will include an analysis of potential innovative uses of the airport.
- Prepare assessments of airside and landside facility requirements needed to accommodate demand forecasts and meet design standards. This will include an analysis studying the existing length of the runway and how/if it could be extended.
- Analyze alternatives for development areas, including the identification of areas of existing and potential obstructions to control areas sensitive to aircraft safety.
- Review alternative locations for airfield facilities, hangars, support features, other needs to accommodate long term demands. This includes optional uses of existing airfield areas as well as off-airport land.
- Identification of future capital improvements based on the analysis of existing and future demand as well as a financial evaluation which will identify how those improvements may be funded and prepare a 20-year Capital Improvement Plan.
- Identification of non-aeronautical development on areas of the airport property not needed for aeronautical activity. These non-aeronautical developments must be self-sustaining and not require funding from the Airport or the city.

- A vision of future aviation trends and an airport development timeline showing project completion when facilities will likely be in demand.
- Outreach to a broad range of stakeholders, including existing airport users, Airport staff, city and township officials, local economic development officials, controlling agencies and to the public.
- Create an updated set of Airport Layout Plan drawings.
- Examine the existing land uses and zoning around the Airport with respect to airport compatibility using state-of-the-industry approaches to ensure surrounding lands remain compatible with long-term operation and development of the Airport.
- Identify potential future use opportunities based on land availability and regional market. Initiatives may include AAM, Unmanned Aerial Systems (UAS or "drone"), Electric Vertical Takeoff and Landing (eVTOL).

Due to project funding availability, this master plan will be divided into two separate phases. The scope of work within the body of this document defines Phase I study elements and includes the following:

- **Phase 1 - Study Design**
- **Phase 2 - Outreach and Public Engagement that will occur throughout the project**
- **Phase 3 - Inventory of Existing Conditions including an inventory of existing environmental conditions consistent with National Environmental Policy Act (NEPA) guidelines as well as aeronautical survey, airspace analysis and obstacle reporting**
- **Phase 4 - Aviation Activity Forecasts**
- **Master Plan expenses that are eligible for FAA reimbursement and included in the Phase I scope of work.**

Phase II elements are centered around the second half of the study and are included in a separate scope of work. This master plan also includes documentation and coordination necessary to gain California Environmental Quality Act (CEQA) and Tahoe Regional Planning Agency (TRPA) approval for recommended master plan projects. The scope of work for CEQA and TRPA elements is provided in a separate document from Phase I and II master plan scopes because that effort (including related expense) is not federally eligible for funding. The effort will be led by ESA and the City of South Lake Tahoe may wish to contract with ESA directly. The CEQA/TRPA effort will run concurrently with the Master Plan.

PHASE 1.0 STUDY DESIGN

Woolpert has the overall and primary responsibility for the preparation of the Lake Tahoe Airport Master Plan. Woolpert will be supported by ESA, which will provide environmental analysis and agency coordination throughout the master planning process. Contract provisions will be in accordance with FAA's AIP Handbook.

1.01 Preliminary Planning

This Task consists of the finalization of the Scope of Work, project schedule, and consultant fee for review by the Airport Sponsor and the FAA. This task is eligible for FAA reimbursement as part of the Master Plan grant. Woolpert will hold one (1) meeting with the Airport staff to identify the goals, key issues, current trends and review the Draft Scope of Work. Following this meeting, Woolpert will update the Draft Scope of Work based on comments received.

Woolpert will coordinate with the Sponsor in the production of the Final Scope of Work. Woolpert will prepare a project cost estimate using detailed hourly fees and labor approximations by task.

1.02 Preliminary Master Plan Goals and Airport Issues

In association with the Sponsor, Woolpert will provide a listing of current airport issues that could be addressed in the Airport Master Plan, as well as a series of preliminary goals that will serve as the basis of the overall planning effort. Note that the goals will be later reviewed and updated in Task 6.1.

1.03 Establish Project Advisory Committee (PAC)

Woolpert will assist in establishing a Project Advisory Committee (PAC) to help guide the direction of the AMP and offer feedback at critical points on elements within the plan as it is developed. The Airport will be responsible for providing a listing of participants and for extending formal invitations to participate in the PAC.

1.04 Project Team Coordination

This task consists of coordinating, negotiating, and contracting with members of the overall Project Team that prepare specific tasks in the scope of work. Woolpert will submit monthly invoices to the Sponsor. All project coordination and communication efforts will go through the airport manager.

Phase 1.0 Summary & Deliverables:

Task Product(s): An accepted Scope of Work, project schedule (see Appendix A), and project fee (see Appendix B); an established PAC; one (1) scoping meeting; and signed contractual agreements with all relevant parties to the study; project related goals and objectives that will be integrated into Working Paper 1 (under Task 4.0).

Sponsor Task Responsibilities: Sponsor will actively coordinate with Woolpert on providing detailed project goals and objectives, and on reviewing and commenting on the Scope of Work; will participate in one (1) scoping meeting; will be responsible for providing an appropriate Independent Fee Estimate (IFE); will actively work to execute contracts; will provide a listing of PAC participants and will extend invitations to those PAC members.

Woolpert Task Responsibilities: Woolpert will actively coordinate with the Sponsor, and the FAA to establish a Final Scope of Work, project schedule, and project fee; will conduct one (1) scoping meeting; will actively work to execute contracts; and will assist the Sponsor in establishing the PAC.

PHASE 2.0 OUTREACH AND PUBLIC ENGAGEMENT

The overall goals of the public engagement program are to ensure that everyone who is directly affected by, or who has an interest in the Airport, has access to pertinent information and has a voice in the planning process. (Note that one key element of the engagement program typically involves education - specifically regarding the laws, regulations, policies, guidelines, standards, and procedures that govern an airport's operation, maintenance, funding, and development.)

It is important that ultimate work products effectively reflect the character of the Airport, the Sponsor, and the region. To that effect, this task encompasses a basic level of coordination to establish the product "look" (e.g., style, themes, colors, etc.) of the ultimate work products. This "look" will be consistently applied to all documents, presentations, public communications, etc. and will serve to orient the public

visually for Master Plan information. (Note that unless otherwise stipulated, this task will not include more intensive graphical efforts that could include items such as designing new airport logos, letterhead, etc.)

The public engagement process will utilize the internet and electronic media to increase public participation in the AMP. Woolpert will prepare and furnish electronic surveys, a project web site, and utilize non-customized software specifically designed for public and agency interaction and outreach. Any costs associated with this software will be pre-approved by the FAA.

The engagement process will include meetings with the PAC throughout the planning process, briefings to the City Council and other local governmental jurisdictions (as directed by the Sponsor), and a survey of tenants and users. Woolpert will prepare and furnish electronic surveys to facilitate interaction and outreach.

2.01 Project Management Team (PMT)

A Project Management Team will be established to provide management and oversight to ensure that the project is executed within the approved scope of work/budget and remains on schedule. The PMT will include representatives from the Airport Sponsor, the FAA, the California Department of Transportation (Caltrans) Division of Aeronautics, and the project consultant team. Discussions/meetings among PMT members may be conducted via teleconference or videoconference. The role of the PMT will be to serve in the following capacities:

- Monitor and oversee the project scope, schedule, and budget,
- Be a focal point to ensure technical work is complete,
- Ensure that information is distributed effectively,
- Review and comment on reports and other work products in a timely manner,
- Ensure that coordination with public officials and stakeholders is responsive, and
- Serve as an advisor to the overall Project Team.

Woolpert will participate in FOUR (4) PMT meetings that will be held during the course of the study. Note that the first meeting will serve as an official project "kick-off" meeting.

2.02 City Council Briefings

The South Lake Tahoe City Council sets airport policy and is the legal airport sponsor of the Lake Tahoe Airport. The Council will have access to all information produced during the Master Plan and will be briefed by Airport staff on the progress of the Master Plan. Woolpert will make three (3) presentations to the City Council (which will be open to the public) during the preparation of the Master Plan Study during the following phases of the planning process:

- *Investigation Phase:* to raise awareness of the study goals, objectives, and schedule and to provide draft review of aviation demand forecasts prior to FAA submittal for final approval.
- *Solutions Phase:* to present the airport facility requirements and draft development alternatives.
- *Implementation Phase:* to present the recommended airport development plan, as well as the associated program implementation plan. This presentation will occur before the Airport Layout Plan (ALP) is submitted to FAA for formal review.

2.03 Stakeholder Engagement/Coordination – Planning Advisory Committee (PAC)

As described in Task 1.3, a Project Advisory Committee will be established to provide overall guidance to the project. Meetings will be conducted at key points throughout the process to solicit guidance,

feedback, and direction to the plan. Meeting dates/times will be identified and incorporated in the overall project schedule. Agendas will be prepared and distributed to the PAC prior to meetings. Minutes will be provided to all committee members and will be included in the final report documentation. In addition, Woolpert will provide the Airport Manager with a monthly draft project update to be distributed to the PAC. PAC meetings and other community engagement meetings will be scheduled to coincide with City Council meetings to reduce travel expenses.

While the PAC will provide input to the planning process, it will not have decision making authority. Woolpert will participate in three (3) PAC meetings that are anticipated to occur during the following phases of the planning process

- *Investigation Phase*: to raise awareness of the study goals, objectives, and schedule and to provide draft review of aviation demand forecasts prior to FAA submittal for final approval.
- *Solutions Phase*: to present the airport facility requirements and draft development alternatives.
- *Implementation Phase*: to present the recommended airport development plan, as well as the associated program implementation plan. This presentation will occur before the Airport Layout Plan (ALP) is submitted to FAA for formal review.

2.04 Community Meetings

It is important to the success of the study to invite the larger community to learn about the AMP, and to solicit their input. The South Lake Tahoe City Council meetings are open to the public, as will be the PAC meetings. At the discretion of the Sponsor, Woolpert will facilitate two (2) community meetings that may be held in addition to the presentations to the City Council meetings and PAC, described above. The community meeting(s) will be advertised broadly, will be held in an open house/workshop format, and will include presentations and display materials to provide information about Lake Tahoe Airport and the AMP. One community meeting will be held at the Airport, and one will be held at a neighboring location as identified by the Sponsor. One (1) additional contingency community meeting will also be held at that discretion of the Airport.

2.05 Adjacent Neighborhood Communication/Meetings

Ensuring that the Airport maintains a “Good Neighbor” approach throughout the Master Plan process, adjacent neighborhood associations/groups will be identified by the Sponsor and contacted about the project. Woolpert will establish an email list and Master Plan updates will be provided at significant milestones. At the discretion of the Sponsor, Woolpert will attend up to two (2) neighborhood meetings to share project information and gather input. These will be limited to times that coincide with other public engagement efforts.

2.06 Surveys of Airport Tenants & Users

Woolpert will conduct an online survey of airport users, airport tenants, airport businesses, based aircraft owners/pilots, transient aircraft pilots, and airport users at large. They will be surveyed concerning their existing and planned activities on the Airport, as well as their existing and anticipated facility needs. The survey results will be collated, analyzed, and included in the technical analysis.

2.07 Public Engagement Materials

Another element of the outreach program will involve developing public information materials. Several types of materials, and various outreach methods, will be used to generate public awareness of the Master Plan. The materials and outreach program will also serve as important sources of information for

interested parties so that they can provide informed input to the planning process, as well for decision making at key points in the Study. The outreach materials include the following:

- Website: Woolpert will develop a project-specific website that includes pertinent project information and a method for the public to comment and provide feedback on the Airport Master Plan. Woolpert will create the website that will be accessed through a link on the Airport's website.
- Media Communication: Having a positive relationship with the local media is very important. The local media will be invited to all public meetings so that they can report on public meetings. Also, press releases will be coordinated with and submitted to the airport manager at the onset of the project and at other key milestones.
- Social Media: Airport Facebook Page - Given the extraordinary growth and utilization of social media, information regarding the Master Plan and process will be provided to the Airport for posting on its existing Facebook page or other social media account.
- Handbills: Woolpert will produce handbills that detail the goals of the project. The handbill will include basic information and will direct the readers to access the website or call for further information. Up to one hundred (100) printed handbills will be provided under this Scope for distribution at the airport, libraries, etc.

Phase 2.0 Summary & Deliverables:

Task Product(s): Four (4) PMT meetings; three (3) presentations to the City Council; three (3) PAC meetings; three (3) community meetings; two (2) neighborhood meetings; an airport tenant/user survey; a Master Plan Study website; and other communication elements. As shown in the following table, meetings are generally grouped together and are anticipated to occur at four specific phases within this project. The anticipated topics of discussion, as well as the actual meetings and their sequencing are also reflected below. (Note that the specific scheduling of the meetings will occur through coordination with the PMT during the project.)

	Phase	Topics of Discussion	Meeting(s) & Sequence
1	Project Kickoff	- Project Initiation - Checklist	1. PMT Meeting 1
2	Investigation	- Project Introduction - Project Process - Inventory - Forecasts	1. PMT Meeting 2 2. PAC Meeting 1 3. City Council Meeting 1 4. Community Meeting 1 5. Neighborhood Meeting 1
3	Solutions	- Facility Requirements - Alternatives	1. PMT Meeting 3 2. PAC Meeting 2 3. City Council Meeting 2 4. Neighborhood Meeting 2
4	Implementation	- Financial Plan - Airport Layout Plan (ALP)	1. PMT Meeting 4 2. PAC Meeting 3 3. City Council Meeting 3 4. Community Meeting 2 5. Community Meeting 3 (TBD)

Sponsor Task Responsibilities: Sponsor will actively facilitate the scheduling of the City Council briefings on behalf of Woolpert; will actively coordinate with the Woolpert with respect to establishing the PAC; will provide guidance in the design of the overall public coordination program; will assist in reviewing presentation and publication materials; will identify neighborhood group(s) for briefing; and will provide a listing of key stakeholders to receive the survey.

Woolpert Task Responsibilities: Woolpert will conduct four (4) PMT meetings; three (3) City Council briefings, three (3) PAC meetings, and three (3) community meetings (including supporting presentation materials); two (2) neighborhood meetings; will conduct a stakeholder survey; will publish a project website; and will provide other communication elements.

PHASE 3.0 INVENTORY OF EXISTING CONDITIONS

This task involves the establishment of a sound basis for plan development through the compilation, assimilation, and documentation of current airport base data. A thorough inventory is designed to provide essential data regarding the physical, operational, environmental, and functional characteristics of the Airport, its sub-components, and both on- and off-airport environs. This process is intended to identify the linkages between the Airport, its users and the community services and facilities that support these activities. Maximum utilization of existing information that is current and applicable to the objectives and overall intent of this study will be made to avoid redundancy and unnecessary data collection. This task will involve existing aerial and ground-based survey that was collected as part of the previous master plan.

3.01 Collect and Review Existing Documentation

Existing (and secondary) data and information, such as, but not limited to, documents, maps, studies, and projects currently underway or in the planning stages (on- and off-airport property and in the vicinity) which may directly or indirectly influence this study effort will be identified and documented. Such information would, for example, include a review of any existing master plan(s), the state airport system plan, ALPs, environmental plans, surface transportation plans, utility plans (if available), engineering and construction plans and reports, local comprehensive plans, community master plans, and regional transportation plans, among others.

3.02 Existing Airport Facilities Inventory

Data will be collected on the specifications and conditions of all relevant existing facilities on and around the Airport. As an important component of the overall inventory effort, any inconsistencies with current Advisory Circular airport design standards, as well as noncompliance with Airport Grant Assurances will be identified. Any noncompliance will be addressed within the Facility Requirements and Alternatives sections of the Master Plan. Airport elements to be inventoried will include the following:

- *Airfield Facilities*: runways, taxiways, navigation aids, communications facilities, etc.
- *Airspace*: critical airspace surfaces as defined within 14 CFR Part 77, *Objects Affecting Navigable Airspace*; FAA Order 8260.3B, *United States Standard for Terminal Instrument Procedures (TERPS);* and FAA AC 150/5300-13B, *Airport Design*. Obstacle data will be compiled using a variety of methods including but not limited to existing data currently available in the FAA Airports GIS web portal, existing publicly available LiDAR data, existing point cloud data captured by previous UAS mapping efforts at the airport, new efforts using UAS and traditional survey techniques to identify new and emerging obstacles in critical areas on and around the Airport.

- *Meteorological Data*: Available wind information relative to the Airport will be obtained from the National Oceanic and Atmospheric Administration (NOAA) for the most recent ten-year reporting period. Data should appropriately quantify the prevailing wind conditions for current VFR and IFR conditions, as well as for selected approach minimums. Additional meteorological data such as temperature and precipitation will also be obtained.
- *General Aviation Facilities*: aircraft hangars, aircraft parking aprons and tiedowns, airport buildings/FBOs, etc.
- *Support Facilities*: airfield maintenance facilities, airport maintenance equipment, fuel storage facilities, fuel dispensing facilities and equipment, vehicle storage sheds, etc.
- *Access, Circulation, and Parking*: airport access road(s), circulation drives, automobile parking areas (long-term and short-term), ground transportation facilities, etc.
- *Utilities*: electrical, water, natural gas, sewer, stormwater, telephone, internet, cable/fiber optics, etc. (including rights-of-way). This effort will be limited to compiling GIS and mapping data from utility companies and government agencies. A survey of utilities will not be performed.
- *Other Facilities and Equipment*: airport fencing, airport perimeter road, compressed natural gas facilities, rental/courtesy car capability, airport security systems, airfield maintenance vehicles, snow removal equipment (SRE), aircraft rescue and firefighting (ARFF), etc.
- *Airport Administration*: minimum standards, rules and regulations, leases, and other best management practices (BMPs).

As an extension of the facilities inventory effort, an inventory of all airport buildings will be completed as an appendix to the master plan report. This will include a map illustrating the location of all airport buildings and used as an index to description sheets. Description sheets for each building will include a general description of the building outlining its intended use, photo, dimensions, and basic condition rated as Poor, Fair, Good, etc. Multiple buildings may be shown on a description sheet to conserve space. Airport staff will be consulted during this process.

3.03 Regional Setting and Land Use

Assembled primarily from existing Sponsor-provided information, an inventory of existing land uses and zoning within the environs of the Airport will be made, documented and reviewed, including those areas anticipated to be affected as a result of this study effort. In addition, natural characteristics that could impact development and planning on- and off-airport property will be identified.

3.04 Existing Environmental Conditions

The Airport's environmental setting must be documented early in the planning process to identify any potential problem areas on or near the Airport that may impact potential future operational and/or facility development. As stated in FAA AC 5070-6B, Airport Master Plans, considering environmental factors throughout the master planning process provides useful information and planning principles that will help expedite the eventual environmental review of projects. This task recognizes the need to achieve a balance between the manmade and the natural environment. Woolpert will do the following:

1. Assess applicable environmental laws and regulations on Federal, State and Local levels. (In particular, FAA Order 5050.4B, National Environmental Policy Act (NEPA), and FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, and should be consulted as a guide to help planners identify potential environmental impacts specific to the Airport that should be considered as planning continues.)

2. In order to directly integrate environmental considerations into the planning process, existing environmental data and documentation on and around the Airport that are related to those applicable laws and regulations will be inventoried. (This inventory will be based on existing data available from primary and secondary sources)
3. Produce a listing of existing Airport-related environmental permits, orders of conditions, current status, other relevant documentation. (i.e., SWPPP, VMP, etc.), etc.

3.05 Regional Socioeconomic Conditions

Air travel demand levels are directly impacted by local, regional and national socioeconomic trends, such as population growth, per capita or disposable personal income, and rates of employment. TVL's catchment (or service) area will be defined and the socioeconomic characteristics for that area will be identified. Other potentially relevant regional trends and considerations (i.e., tourism industry) will be identified as well.

3.06 Historical Aviation Activity

Woolpert will research and collect information on aircraft fleet mix, flight track utilization, and flight procedures specific to the Airport. This task will also require collecting information on aircraft based at the Airport, including the number and type (single engine, multi-engine piston, turboprop, jet, and helicopter). Specific manufacturer and model data will be gathered for the largest type of based and/or itinerant aircraft that regularly use the Airport. Historical and current based aircraft and operations data will be obtained from a multitude of sources including the Sponsor, various FAA databases, the State, local businesses (e.g., the FBO), among others.

3.07 Airport Financial Condition

The objective of this task is to gather documents which affect the financial management of airport operations and capital development, as well as to develop an understanding of the structure, constraints, requirements, and opportunities for financing airport activities as related to the development of a Capital Improvement Program (CIP). The documents gathered and preliminarily reviewed will be used to complete subsequent tasks relating to alternative evaluations and the program implementation plan.

Using the most current accepted CIP for the Airport, anticipated Federal, State, and Local capital investments for the next five (5) years will be identified in relation to the most recent FAA information concerning their AIP program and funding schedule. Airport-generated revenue and expense information will also be gathered from the Sponsor. The Sponsor's budget, as it pertains to the Airport, will also be reviewed, and summarized.

3.08 Aeronautical Survey, Airspace Analysis and Obstacle Reporting

To support the Airport Master Plan and data collection efforts needed to generate an updated Airport Layout Plan (ALP), the following scope elements outline our recommended approach to collecting and analyzing aeronautical survey data to support the immediate challenges and needs of TVL.

Woolpert will review, field verify and update any pertinent elements of the existing 2016 aeronautical survey data completed and submitted to Airports GIS under Project number TVL-189049. The main elements that will be utilized from this historic data are the obstacles existing outside of the primary runway approach surfaces. These obstacles will be used to analyze the current airspace and report as necessary on the ALP. In addition to utilizing existing data, Woolpert will collect new LiDAR data within the area underneath both Runway approach and departure surfaces defined by FAR Part 139, and AC 150/5300-13B. This LiDAR data will be used to inventory and properly identify obstacles penetrating the

appropriate approach and departure surfaces to each runway end and to develop an obstacle management report that specifically identifies each obstacle in relationship to existing parcel ownership information. These reports will provide value to the airport that a new AC 150/5300-18B survey cannot.

Once collection of new LiDAR data is completed and analyzed against existing features and compared to historic Obstacle Identification Surface (OIS) data, Woolpert will assist the airport with completion of a Runway Airspace Management (RAM) project through the FAA Airport Data and Information Portal (ADIP). This project will identify and remove existing obstacles that have been mitigated by human and/or environmental actions including but not limited to clearing and fire. The following detailed task items will be completed:

- Establishment of Temporary Survey Control according to AC 150/5300-16B standards since TVL does not possess Primary Airport Control Stations (PACS) and Secondary Airport Control Stations (SACS).
- Establish photogrammetric control and collect stereo imagery and LiDAR covering the surface area defined by **FAR Part 77** approach and departure surfaces, **-13B Approach and Departure** surfaces, and the PAPI **OCS/LSCS** surfaces, extended out to four (4) miles for Runway 18. Imagery will be collected at a ground sample distance of six (6) inches. LiDAR will be collected at a rate of 10 pulses per square meter (ppsm). Imagery and LiDAR collection area shown in Exhibit 3-1.
- Verify and update as necessary runway end and threshold coordinates collected as part of the aeronautical survey and submitted to Airports GIS in 2016.
- Geo-referencing of aerial photography.
- Classify each LiDAR point cloud into values representing ground, vegetation, buildings, roads, apparent power poles and power lines, and default.
- Using the classified point cloud, the consultant will thoroughly analyze the specified approach surfaces to identify, catalog, and report penetrations to these surfaces.
- Obtain publicly available parcel data.
- Generate a parcel report booklet.
    - One pdf per parcel including obstructions found, individual parcel data, obstruction surface polygons, imagery of obstruction surfaces extent, above surface obstructions, and near-surface obstructions.
- Create a Google Earth KML of the parcel data, including attributed obstructions and parcels.
- Complete planimetric mapping and 2-foot contour deliverables within the airport boundary limits for identification of features at a mapping scale of 1” = 100’. Features collected are shown in the following table:

Safety Critical				
	Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
1	5.8.	AirportControlPoints	X	X
2	5.8.9.	CoordinateGridArea	X	X
3	5.4.19.	MarkingArea (Runway only)	X	
4	5.4.20.	MarkingLine (Runway only)	X	

5	5.10.	Navaidequipment	X	X
9	5.4.22.	Runway	X	
10	5.4.25.	RunwayBlastPad	X	
11	5.4.8.	RunwayCenterline	X	
12	5.4.12.	RunwayElement	X	
13	5.4.26.	RunwayEnd	X	
14	5.4.9.	RunwayHelipadDesignSurfaces	X	X
15	5.4.10.	RunwayIntersection	X	
16	5.4.27.	RunwayLabel	X	
17	5.4.11.	RunwayLAHSO	X	
18	5.4.18.	TouchDownLiftOff	X	

Non-Safety Critical				
	Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
1	5.4.4.	AirfieldLight	X	
2	5.4.15.	AirportSign	X	
3	5.4.1.	AircraftGateStand	X	
4	5.4.2.	AircraftNonMovementArea	X	
5	5.4.16.	Apron	X	
6	5.4.5.	ArrestingGear	X	
7	5.13.1.	Bridge	X	X
8	5.9.1.	Building	X	X
9	5.13.2.	DrivewayArea	X	
10	5.13.3.	DrivewayCenterline	X	
11	5.8.10.	ElevationContour	X	X
12	5.9.4.	Fence	X	
13	5.9.5.	Gate	X	
14	5.8.11.	ImageArea	X	X
15	5.5.1.	LandmarkSegment	X	X
16	5.4.19.	MarkingArea (Off Runway)	X	
17	5.4.20.	MarkingLine (Off Runway)	X	
18	5.4.21.	MovementArea	X	
19	5.13.4.	ParkingLot	X	X
20	5.4.7.	PassengerLoadingBridge	X	
21	5.13.5.	RailroadCenterline	X	X
22	5.13.6.	RailroadYard	X	X
23	5.13.7.	RoadCenterline	X	X
24	5.13.8.	RoadPoint	X	X
25	5.13.9.	RoadSegment	X	X

26	5.4.24.	RunwayArrestingArea	X	
27	5.7.11.	Shoreline	X	X
28	5.4.29.	Shoulder	X	
29	5.6.10.	State	X	X
30	5.14.1.	TankSite	X	
31	5.4.31.	TaxiwayElement	X	
32	5.4.14.	Taxiwayholdingposition	X	
33	5.4.30.	TaxiwayIntersection	X	
34	5.9.6.	Tower	X	X
35	5.7.12.	Wetland (no official delineation)	X	
36	5.7.5.	Forest Stand Area	X	X

- Deliver mapping files in Civil 3D and shp files.
- Prepare an ortho-rectified aerial photo from collected imagery covering the extents of the airport property.
- Obstruction analysis for surface penetrations of the FAR Part 77 surfaces.
    - Utilize the imagery and lidar data to determine a tree growth factor to be applied to the 2016 tree obstruction data.
    - Both new and adjusted obstruction information will be used to analyze a Non-Precision Type "D" approach surfaces to collect the obstruction data required for the ALP development.
    - FAR Part 77 analysis will include Primary, Approach, Transition, Horizontal, and Conical surfaces.
- Obstruction analysis for surface penetrations of the AC150/5300-13B Surface Type 4 (20:1) and Surface Type 7 Departure Surface.
- All railroad and road centerlines will have a spot elevation where they cross the extended runway centerline and the exterior limits of the OIS.
- Develop/deliver a shp file containing information on all obstacles collected within the OIS.
- Initiate and complete the RAM Project process on the ADIP and submit the obstruction removal data to the FAA.
- Utilize the ALP mapping to develop a minimally attributed dataset to assist in navigation and positional awareness during snow removal events.
- An ArcGIS Online license is required to utilize the data. The cost of this license for the Airport is not included.

Phase 3.0 Summary & Deliverables

Task Product(s): A complete airport inventory of the critical data elements required by FAA AC 150/5070-6B, *Airport Master Plans*, for successfully conducting the master planning effort; an airport base map compiled from existing Airports GIS data, existing ground survey data, and newly acquired ground survey, imagery and LiDAR data in a vector format for use throughout the

planning process, and for use by FAA; description of public outreach program that will be integrated into Working Paper 1 (under Task 4.0).

Sponsor Task Responsibilities: Sponsor will actively coordinate with Woolpert to identify data and sources for required inventory elements; will collect required inventory elements and provide to Woolpert in a timely manner.

Woolpert Task Responsibilities: Woolpert will coordinate with Sponsor to identify required inventory elements; will provide the Sponsor with a detailed listing of inventory elements that they will be required to collect and make available; will provide the compiled airport inventory data to Sponsor as a project deliverable; will provide the Sponsor with an updated survey base map based on existing data and newly collected data and obstacle management.

PHASE 4.0 AVIATION ACTIVITY FORECASTS

The importance of assessing future trends relating to airport utilization and operational activity levels is especially significant in the development of the Airport Master Plan in that many of the proposals and recommendations of the plan will be principally based on aviation activity demand forecasts. This ultimately enables the determination of potential impacts created by the type and magnitude of future operational activity at the Airport.

In essence, forecasting acts as the hub for the remainder of the plan. Airport facility requirements are driven by the need to provide adequate operational capital to accommodate both existing and anticipated traffic levels, as well as the need to meet FAA design standards. In many cases, managerial and project implementation decisions are based on conditions and occurrences that are projected to transpire in the future, including critical aircraft and operational levels as well as types of activity. Because of the importance and potential long-term effects of aviation activity forecasts, they must be reasonable, appropriate, and defensible.

The activity forecasts will be prepared in conformance with FAA AC 150/5070-6B, *Airport Master Plans*, as well as FAA's *Forecasting Aviation Activity by Airport*, and FAA's *Guidance on Review and Approval of Local Aviation Forecasts*.

4.01 Historical and Existing Aviation Activity Data Analysis

Woolpert will utilize a variety of sources of aircraft activity data to analyze and present operational data for the Airport, including the following:

- FAA Airport Master Record Form 5010;
- FAA Terminal Area Forecast (TAF);
- FAA National Offload Program (NOP) data;
- Fixed Base Operator (FBO) fuel sales and activity data;
- FAA Traffic Flow Management System Counts (TFMSC) – instrument flight plan records;
- FAA National Aircraft Registry and Based Aircraft Inventory;
- Third party (vendor) data providers;
- Previous airport planning documents;
- Discussions with Airport Management, airport tenants, and users; and
- Caltrans Aeronautics 2020 Statewide Aviation System Plan.

4.02 General Aviation Activity Projections

Woolpert will compile a summary of aviation activity and operational data for the Airport to indicate historical growth and present a basis for statistical analysis of future based aircraft, annual aircraft operations and related factors. These projections are intended to provide an indication of the types and levels of activity expected at the Airport during a 20-year planning period, with the last year of complete historic operations/activity data being 2022. The forecasts will be developed for the period of 2022 through 2042 and broken down into short-term, intermediate-term, and long-term (for 0–5-year, 6-10 year and 11-20 year) time periods.

Woolpert will develop projections of aviation demand using FAA-approved forecasting methodologies, and will include the following categories:

1. Based Aircraft: A forecast will be developed for the total number of based aircraft by classification consistent with FAA categorizations.
2. Operations Forecasts: Forecasts of operations will be made for the following classifications:
    a. Total annual operations, subdivided by air carrier, air taxi, general aviation, and military
    b. Based aircraft by type
        - Single engine
        - Multi-engine
        - Turboprop
        - Turbojet
        - Rotorcraft
    c. Percent local vs. itinerant operations
    d. Total operations: annual/peak month/average day/peak hour
    e. Piston-engine & turbine powered aircraft operations
    f. Instrument (IFR) operations

Where possible, letters of support and anticipated levels of activity from corporate aircraft operators will be requested to help justify projections and airfield improvements.

Woolpert will compare the forecasts to FAA's TAF to determine if they are within the range of variance allowed by FAA. If the Master Plan forecasts exceed FAA's allowable variance, the differences between the Master Plan and TAF will be explained in the forecast text.

4.03 Future Critical Design Aircraft, Airport Reference Code, Runway Design Code

Building on the forecasts of demand and the identification of the future critical design aircraft will be the basis for the future Airport Reference Code (ARC), Runway Design Code (RDC), and Taxiway Design Group (TDG) to be discussed in Facility Requirements. Woolpert will perform a fleet mix analysis and forecast to determine the critical design aircraft. A change in the Airport's ARC and RDC serves a driver for implementing improvements needed to meet airfield design standards.

4.04 Develop Working Paper 1

Woolpert will develop a detailed working paper describing the project initiation/introduction, data collection and analysis efforts comprised in Tasks 1.0 through 4.0. This working paper will be written in terms that are easily understandable to a layperson to serve as the basis of discussions with the PAC. Ultimately, the Working Paper will also form the basis of the first three chapters of the Airport Master Plan that documents the results of efforts associated with these tasks (see Task 9.1).

Phase 4.0 Summary & Deliverables:

Task Product(s): Working Paper 1 that summarizes the project introduction, data collection and analysis efforts associated with Tasks 1.0 through 4.0, and their associated sub-tasks; an aviation activity forecast reviewed by FAA that will serve as input for several subsequent tasks.

Sponsor Task Responsibilities: Sponsor will assist Woolpert as required in reviewing and updating Working Paper 1, as well as in ultimately approving the aviation forecasts.

Woolpert Task Responsibilities: Woolpert will produce Working Paper 1 in draft and final formats; will also lead coordination efforts with FAA in the review of the forecasts. If necessary, Woolpert will host a call with FAA representatives to present and discuss the methodologies applied to the forecasts and any improvements that help lead to approval of the forecasts.

The Phase II portion of this Master Plan scope of work is included in a separate document and should be considered a continuation of the remaining elements to the overall master plan scope of work. The project and scopes of work are divided into two phases to allow for FAA project funding within existing grant structures.

AIRPORT/CLIENT: Lake Tahoe Airport
PROJECT NAME: Airport Master Plan - PHASE I
DATE: May 4, 2023

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FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Study Design / Project Management					
Planning Manager	2 hrs.	x	$ 290.00 /hr	= $	580.00
Planner IV	54 hrs.	x	$ 260.00 /hr	= $	14,040.00
Senior Consultant II	20 hrs.	x	$ 275.00 /hr	= $	5,500.00
Planner III	12 hrs.	x	$ 180.00 /hr	= $	2,160.00
Associate Planner I	0 hrs.	x	$ 155.00 /hr	=	
CADD Tech III	0 hrs.	x	$ 140.00 /hr	=	
Graphic Artist I	0 hrs.	x	$ 105.00 /hr	=	
Survey Manager	8 hrs.	x	$ 290.00 /hr	= $	2,320.00
Project Coordinator I	24 hrs.	x	$ 115.00 /hr	= $	2,760.00
Billing Analyst Team Lead II	20 hrs.	x	$ 140.00 /hr	= $	2,800.00
SUBTOTAL	**140** hrs.		**SUBTOTAL**	**$**	**30,160.00**
			PHASE TOTAL	**$**	**30,160.00**

LABORHOUR BREAKDOWN

TASK		LABOR CATEGORY: Planning Manager	Planner IV	Senior Consultant II	Planner III	Associate Planner I	CADD Tech III	Graphic Artist I	Survey Manager					Project Coordinator I	Billing Analyst Team Lead II	Phase Item Costs
1.0	**Study Design / Project Management**															
1.01	Preliminary Planning	2	32	4					8						4	$ 12,880.00
1.02	Preliminary Master Plan Goals and Airport Issues		8	4	4											$ 3,900.00
1.03	Establish Planning Advisory Committee (PAC)		2	4	4											$ 2,340.00
1.04	Project Team Coordination		12	8	4									24	16	$ 11,040.00
TOTALS		**2**	**54**	**20**	**12**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**24**	**20**	$ 30,160.00

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Outreach and Public Engagement					
Planning Manager	0 hrs.	x	$ 290.00 /hr	=	
Planner IV	120 hrs.	x	$ 260.00 /hr	= $	31,200.00
Senior Consultant II	120 hrs.	x	$ 275.00 /hr	= $	33,000.00
Planner III	84 hrs.	x	$ 180.00 /hr	= $	15,120.00
Associate Planner I	0 hrs.	x	$ 155.00 /hr	=	
CADD Tech III	0 hrs.	x	$ 140.00 /hr	=	
Graphic Artist I	28 hrs.	x	$ 105.00 /hr	= $	2,940.00
Project Coordinator I	0 hrs.	x	$ 115.00 /hr	=	
Billing Analyst Team Lead II	0 hrs.	x	$ 140.00 /hr	=	
SUBTOTAL	**352** hrs.		**SUBTOTAL**	**$**	**82,260.00**
			PHASE TOTAL	**$**	**82,260.00**

TASK		LABOR CATEGORY: Planning Manager	Planner IV	Senior Consultant II	Planner III	Associate Planner I	CADD Tech III	Graphic Artist I						Project Coordinator I	Billing Analyst Team Lead II	Phase Item Costs
2.0	**Outreach and Public Engagement**															
2.01	Project Management Team (PMT)		32	32	16											$ 20,000.00
2.02	City Council Briefings		24	24	12											$ 15,000.00
2.03	Stakeholder Outreach/Coordination - Planning Advisory Committee (PAC)		24	24	12											$ 15,000.00
2.04	Community Meetings		16	16	12											$ 10,720.00
2.05	Adjacent Neighorhood Communication/Meetings		16	16	8											$ 10,000.00
2.06	Surveys of Airport Tenants & Uses		4		16			4								$ 4,340.00
2.07	Public Outreach Materials		4	8	8			24								$ 7,200.00
TOTALS		**0**	**120**	**120**	**84**	**0**	**0**	**28**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 82,260.00

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Inventory of Existing Conditions					
Planning Manager	0 hrs.	x	$ 290.00 /hr	=	
Planner IV	46 hrs.	x	$ 260.00 /hr	= $	11,960.00
Graphic Artist I	20 hrs.	x	$ 105.00 /hr	= $	2,100.00
Planner III	78 hrs.	x	$ 180.00 /hr	= $	14,040.00
Associate Planner I	76 hrs.	x	$ 155.00 /hr	= $	11,780.00
Survey Party Chief	70 hrs.	x	$ 120.00 /hr	= $	8,400.00
Environmental Planner I	40 hrs.	x	$ 155.00 /hr	= $	6,200.00
Survey Phase Manager	40 hrs.	x	$ 135.00 /hr	= $	5,400.00
Geospatial Imagery Technician	140 hrs.	x	$ 105.00 /hr	= $	14,700.00
Geospatial LiDAR Technician	94 hrs.	x	$ 105.00 /hr	= $	9,870.00
GIS Technican III	104 hrs.	x	$ 115.00 /hr	= $	11,960.00
Project Manager I	20 hrs.	x	$ 180.00 /hr	= $	3,600.00
Survey Manager	15 hrs.	x	$ 290.00 /hr	= $	4,350.00
SUBTOTAL	**743** hrs.		**SUBTOTAL**	**$**	**104,360.00**
			PHASE TOTAL	**$**	**104,360.00**

TASK		LABOR CATEGORY: Planning Manager	Planner IV	Graphic Artist I	Planner III	Associate Planner I	Survey Party Chief	Environmental Planner I	Survey Phase Manager	Geospatial Imagery Technician	Geospatial LiDAR Technician	GIS Technican III	Project Manager I	Survey Manager		Phase Item Costs
3.0	**Inventory of Existing Conditions**															
3.01	Collect and Review Existing Documentation		12	8	16	8										$ 8,080.00
3.02	Existing Airport Facilities Inventory		16	8	32	32										$ 15,720.00
3.03	Regional Setting and Land Use		8	4	8	16										$ 6,420.00
3.04	Existing Environmental Conditions		2		2	4		40				4				$ 8,160.00
3.05	Regional Socioeconomic Conditions		4		8	8										$ 3,720.00
3.06	Historical Aviation Activity		2		4	4										$ 1,860.00
3.07	Airport Financial Condition		2		8	4										$ 2,580.00
3.08	Aeronautical Survey, Airspace Analysis and Obstacle Reporting						70		40	140	94	100	20	15		$ 57,820.00
TOTALS		**0**	**46**	**20**	**78**	**76**	**70**	**40**	**40**	**140**	**94**	**104**	**20**	**15**	**0**	$ 104,360.00

Labor Category	Total Hours		Billing Rate		Total Cost
4.0 Aviation Activity Forecasts					
Planning Manager	0 hrs.	x	$ 290.00 /hr	=	
Planner IV	32 hrs.	x	$ 260.00 /hr	= $	8,320.00
Senior Consultant II	0 hrs.	x	$ 275.00 /hr	=	
Planner III	32 hrs.	x	$ 180.00 /hr	= $	5,760.00
Associate Planner I	120 hrs.	x	$ 155.00 /hr	= $	18,600.00
CADD Tech III	0 hrs.	x	$ 140.00 /hr	=	
Graphic Artist I	0 hrs.	x	$ 105.00 /hr	=	
SUBTOTAL	**184** hrs.		**SUBTOTAL**	**$**	**32,680.00**
			PHASE TOTAL	**$**	**32,680.00**

TASK		LABOR CATEGORY: Planning Manager	Planner IV	Senior Consultant II	Planner III	Associate Planner I	CADD Tech III	Graphic Artist I						Project Coordinator I	Billing Analyst Team Lead II	Phase Item Costs
4.0	**Aviation Activity Forecasts**															
4.01	Historical and Existing Aviation Activity Data Analysis		4		8	24										$ 6,200.00
4.02	General Aviation Activity Projections		8		8	32										$ 8,480.00
4.03	Future Critical Design Aircraft, Airport Reference Code, Runway Design Code		8		8	32										$ 8,480.00
4.04	Develop Working Paper 1		12		8	32										$ 9,520.00
TOTALS		**0**	**32**	**0**	**32**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 32,680.00

	Contract Hours	Total Cost
SUMMARY FEE PROPOSAL (LUMP SUM)		
1.0 Study Design / Project Management	140	$ 30,160.00
2.0 Outreach and Public Engagement	352	$ 82,260.00
3.0 Inventory of Existing Conditions	743	$ 104,360.00
4.0 Aviation Activity Forecasts	184	$ 32,680.00
	1419	**SUBTOTAL** $ 249,460.00

	Contract Hours	Phase Cost	Overhead	Total Labor	Fixed Fee	Total Cost
REIMBURSABLE EXPENSES						
Auto Rental			8	x Day	$ 85.00	$ 680.00
Mileage			800	x Miles	$ 0.655	$ 524.00
Travel & Airline Costs			8	x Trip	$ 600.00	$ 4,800.00
Lodging + Tax's & Fees			8	x Day	$ 200.00	$ 1,600.00
Per Diem			16	x Day	$ 74.00	$ 1,184.00
Survey Field Vehicle (Survey)			5	x Day	$ 85.00	$ 425.00
Mileage (Survey)			2200	x Miles	$ 0.66	$ 1,441.00
Lodging + Tax's & Fees (Survey)			5	x Day	$ 200.00	$ 1,000.00
Per Diem (Survey)			6	x Day	$ 74.00	$ 444.00

Equipment (Survey)	1	x Each	$ 500.00	$	500.00
Reproduction/Printing	400	x Copy	$ 0.10	$	40.00
Plotting	100	xEach	$0.25	$	25.00
Express/Mail/Courier	4	x Each	$ 99.00	$	396.00
			SUBTOTAL	$	13,059.00
SUBCONSULTANTS					
Imagery and LiDar Acquisition (Keystone)				$	13,800.00
			SUBTOTAL	$	13,800.00
			Contract Total	**$**	**276,319.00**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

SCOPE OF WORK
LAKE TAHOE AIRPORT
South Lake Tahoe, California
Airport Master Plan
Phase II

This document should be considered as a continuation of the Phase I project scope of work. Due to project funding availability, this master plan will be divided into two separate phases. The scope of work within the body of this document defines Phase II study elements and includes the following:

- Phase 5 - Facility Requirements
- Phase 6 - Development Alternatives and Recommended Plan
- Phase 7 - Airport Layout Plan (ALP) which includes the updating the Exhibit 'A' Property Map
- Phase 8 - Program Implementation Plan including the Airport's Capital Improvement Plan
- Phase 9 - Project Documentation which includes all final project deliverables

Phase I elements are centered around the first half of the study and are included in a separate scope of work. This master plan also includes documentation and coordination necessary to gain California Environmental Quality Act (CEQA) and Tahoe Regional Planning Agency (TRPA) approval for recommended master plan projects. The scope of work for CEQA and TRPA elements is provided in a separate document from Phase I and II master plan scopes because that effort is not federally eligible for funding. The effort will be led by ESA and the City of South Lake Tahoe may wish to contract with ESA directly. The CEQA/TRPA effort will run concurrently with the Master Plan Study.

PHASE 5.0 FACILITY REQUIREMENTS

This task will utilize the results of the Aviation Activity Forecasts to assess the ability of existing airside and landside facilities to meet the forecasted level of demand for the 5-, 10-, and 20-year planning horizons. Activities conducted under this task will result in the detailed definition of requirements for additional facilities, expansion to existing facilities and the determination of those facilities that will meet the forecast of demand over the course of the planning period.

Guidance to be utilized in this analysis includes FAA Advisory Circular 150/5300-13B, *Airport Design*; and FAA AC 150/5060-5, *Airport Capacity and Delay*, as well as the consultant's operational experience on general aviation airports. No computer models will be used to calculate airfield or airspace capacity. The Airport's landside and airside facilities will be evaluated in relation to several criteria/factors:

- Ability to meet forecasted demand levels
- Physical condition, and remaining functional (service) life of the facilities
- Compliance with FAA design criteria and grant assurances
- Compliance with local building and fire codes (as appropriate)
- Suitability of facilities for additional aeronautical uses

The extent of improvement required to meet these criteria will be determined and documented with appropriate calculations during this task. Woolpert will conduct a facility requirements analysis to identify the needed improvements for the areas listed below.

5.01 Airfield Demand/Capacity Analysis

Airport operating capability considering long-term planning considerations will be determined and presented in terms of an Annual Service Volume (ASV) and capacity as related to both visual flight rules and instrument flight rules. The capacity of an airfield is primarily a function of the major aircraft traffic surfaces that compose the facility and the configuration of those surfaces (runways and taxiways). However, it is also related to and considered in conjunction with wind coverage, airspace utilization and capacity, ground access capacity, the types of aircraft that utilize the facility and the availability and type of navigational aids.

5.02 Determine Aircraft Operational Requirements

Based on the aviation demand forecasts, Woolpert will identify the types of aircraft expected to operate at the Airport, with attention being given to the critical aircraft defined in the previous task. Woolpert will also analyze the operational requirements of these aircraft to assist in the determination of facility standards, including the Runway Design Category (RDC) and Taxiway Design Group (TDG). This will include runway length requirement determinations.

5.03 Airport Design Standards Review/Evaluation

Woolpert will conduct an evaluation of the airfield dimensional criteria and provide recommendations for resolution for any discrepancies. The facility analysis and recommendations related to the critical/design aircraft and the existing and future physical layout of the runway system at the Airport will be addressed. Any deviations from FAA design standards, along with proposed remedies, will be identified. Those deviations deemed to be irreparable will be submitted to the FAA for a potential "Modification to Standards" determination. Any such determinations would have to be included in the Master Plan document as well as on the ALP.

5.04 Airside Requirements

Based on the aviation forecasts, Woolpert will convert the aeronautical demand forecast into the number, type, and amount of airside facilities required to meet future demand including the following:

- *Runway(s):* The analysis will include comparing the existing length, width, and pavement strength against FAA's recommended RDC and critical design aircraft for the runway. In support of these, Woolpert will obtain current meteorological/wind data for the Airport (if available) and update the existing airport wind rose.
- *Taxiways:* As noted above, the existing taxiway system will be analyzed against FAA's recommended TDG for adequate geometry, width, capacity, lighting and/or safety related enhancements, particularly in relation to the latest FAA airport design standards.
- *Airfield Lighting, Markings and Navigational Aids:* This task will analyze whether any additional navigation aids, particularly any new instrument approaches are warranted given the level and type of activity identified, as well as the prevailing weather. Note that as a general policy, FAA is not installing any new ground-based navigation transmitters (such as VORs, ILS's, or NDBs) at GA airports, but they are publishing new GPS instrument approach procedures. Airfield lighting and markings will be reviewed for safety related items.
- *Airspace – Obstruction Removal:* The FAA's grant assurances require airport sponsors to protect the appropriate airspace near an airport. Based on the survey and mapping provided by the Airport, the FAR Part 77 imaginary surfaces, appropriate TERPS surfaces, and other critical surfaces identified in FAA AC 150/5300-13B, *Airport Design*, will be analyzed. If penetrations to those surfaces are identified, recommendations will be presented to clear the imaginary surfaces

of those penetrations, as well as options that include lighting, marking, or use of visual approach guidance systems that may be viable alternatives to physically removing objects.

Any existing airside inconsistencies with current Airport Design Standards or noncompliance with Airport Grant Assurances will be addressed through recommendations that meet design standards and comply with grant assurances. Any future airside development recommendations will meet Design Standards and comply with Grant Assurances.

5.05 Landside Requirements

Considering established facility standards, Woolpert will convert the aeronautical demand forecast into generalized information regarding number, type, amount and nature of aprons, terminal area aircraft parking spaces, hangars, automobile parking, access roads, security fencing and facilities, and regional roadway network interfaces, automobile parking requirements, maintenance buildings, fueling facilities location, and the approximate land area needed. Woolpert will also identify airport land areas that are not suitable for facilities that require taxiway access (if any) as well as those areas that are deemed to be available for non-aeronautical uses (if any). Landside requirements will include the following:

- *Aircraft Parking and Storage Requirements:* Anticipated requirements for GA aircraft, including transient and tie-down aprons and hangars, will be determined. The demand for additional corporate jet and turboprop aircraft parking facilities will also be addressed. There are a wide variety of different missions and aircraft types encompassed by the term GA and they each have different facility needs. Those various requirements will be identified in this task. A review will be conducted of aircraft and ground vehicle operations on the apron and potential separation considerations between vehicles and aircraft. The amount of additional or surplus paved parking apron, and the number of hangars by type of hangar, will also be identified.
- *Aviation Fuel Storage & Dispensing:* Discussions with the Airport, and a review of fuel sales data, will be used to determine if current fuel storage and through-put capacity is adequate. The fuel tank farm will be evaluated for conformance with regulations and airport needs.
- *Airport Support Facilities:* Various support facilities and equipment are necessary to operate the Airport. The need for any support facility renovation, additional airport maintenance equipment, or the need for additional support facilities will be identified.
- *Airport Road Circulation and Vehicle Parking:* This task will assess the public road and vehicle parking needs and access requirements for the fixed base operator. The terminal building parking lot is designed to accommodate a large number of vehicles as it was once used for commercial passenger service. The capacity of the parking lot should be adequate for this planning period and other potential revenue-enhancing uses may be found.
- *Utilities:* Woolpert will determine utility requirements (electricity, gas, water, sewer, phone, cable, fire hydrants, etc.) for future facilities and activities based on the projected aviation activity, potential non-aeronautical commercial development, aviation requirements, and the location of exiting utilities. (Note output will largely be a function of the quality of existing utility data.)
- *Emergency Response/Security:* Woolpert will review emergency response and security issues relative to the needs of the Airport and provide recommendations.

Any existing landside inconsistencies with current Airport Design Standards or noncompliance with Airport Grant Assurances will be addressed through recommendations that meet design standards and comply with grant assurances. Any future landside development recommendations will meet Design Standards and comply with Grant Assurances.

5.06 Assess Potential for On-Airport, Non-Aeronautical Development

The FAA recognizes that some airports have more property than can be used for non-aviation activity. Based on the forecasted level of aviation demand and the potential aviation-related development at the Airport, Woolpert will identify any on-airport property that may be designated as surplus for aviation related purposes. Any non-aeronautical development must be fully compatible with aviation activity and airport operations, and must not interfere with any existing and future aviation use of the airport, per FAA Order 5190.6B, Airport Compliance Manual, Chapter 22, *Releases from Federal Obligations*. At the same time, non-aeronautical development can potentially generate a source of revenue for the Airport that enhances the Airport's ability to be financially self-sufficient.

Phase 5.0 Summary & Deliverables:

Task Product(s): Applicable airport capacity and facility requirements data that will be presented in Working Paper 2 (see Task 6.0).

Sponsor Task Responsibilities: Sponsor will assist Woolpert as required in reviewing and updating data generated as part of this task.

Woolpert Task Responsibilities: Woolpert will generate required facility requirements data.

PHASE 6.0 DEVELOPMENT ALTERNATIVES AND RECOMMENDED PLAN

Based on the defined goals and objectives of the PAC and on an evaluation of potential alternatives for airport development, this task will result in a specific recommended plan for long-term development of the Airport. Specifically, conceptual alternatives that can accommodate the facility requirements identified in the previous task will be analyzed and presented. In evaluating practical development alternatives to satisfying existing and forecasted aviation needs, alternative concepts/layout and Rough Order of Magnitude (ROM) cost estimates for airside and landside facilities will be prepared. Additionally, building on the environmental data collection from previous tasks, environmental criteria will be considered. As a tool of the alternatives review and evaluation, Woolpert will employ a weighted evaluation matrix that will be developed based upon criteria developed in consultation with the Sponsor and the PAC.

6.01 Review/Update Master Plan Goals

Based on the goals identified in Task 1.2, Woolpert will review and update the project goals to ensure that they are consistent with the intent and direction of the Sponsor and PAC. These updated goals will serve as the basis for the preparation of the Recommended Plan and will help to ensure a commonality in terms of communication, direction, and cohesiveness of future airport improvements. Woolpert, in concert with the PAC, will prepare the physical, environmental, and policy-related evaluation criteria that will guide the development of the Airport and its facilities. This will consist of identifying those factors that restrict or constrain potential development, as well as those factors that may guide the direction of development. Each of these factors will be ranked as to its relative importance in determining or impacting the viability of development alternatives. A weighting value may be assigned to each factor in evaluating the various recommendations that are developed as a part of the Alternatives Analysis.

6.02 Identify Viable Development Alternatives

Starting with the required facility needs and improvements identified in Task 5, Woolpert will develop and analyze several viable alternatives, where needed, to implement these facilities. The process of identifying alternatives will begin with a "brainstorming" session with the Sponsor and others, as appropriate. Woolpert will develop three (3) conceptual plans that meet the requirements for analysis in subsequent tasks and are consistent with Airport Design Standards and Grant Assurances. Specifically, this could include alternatives related to the configuration of the runway and taxiway system; alternatives related to development on appropriate airport sites; NAVAIDs, airport policies, procedures, and best management practices; airport compatible land uses; as well as other considerations that could be identified as the planning process evolves.

6.03 Evaluate and Rank Development Alternatives

The development alternatives will be evaluated using a decision matrix that will rank the concepts. Woolpert will conduct this evaluation in conjunction with a ROM cost analysis and environmental review to ensure that the established goals of the Airport are met and that they are consistent with Federal requirements. While the PAC may also identify additional evaluation criteria, it is anticipated that the evaluation factors will include the following at a minimum:

- Operational Performance (demand-capacity, aeronautical safety, and efficiency)
- Compliance with FAA design standards
- Environmental factors/compatibility
- Cost (this analysis will include both capital costs as well as life-cycle costs)
- Compatibility with future aviation needs, activities, and development
- Ability to support stated Sponsor goals and objectives

At the discretion of the Sponsor and the PAC, the evaluation factors can be weighted in terms of their priority, and the weighted evaluation system then used to rank the various options. Each element of the Airport will be assessed (e.g., future land uses, facility alternatives, aviation vs. non-aeronautical land uses, etc.). The final preferred layout concept will be assessed in terms of the overall benefit to the Airport.

6.04 Prepare Recommended Development Plan and Program

Based on the results of the alternatives evaluation, Woolpert will prepare the Recommended Development Plan and Program in both narrative and graphic form, as a precedent to the preparation of the ALP. The Recommended Development Plan and Program will depict specific projects in concert with an implementation phasing program. Note that the implementation program will be "demand based" to facilitate timed development activities which are focused on project need, available resources, anticipated activity levels and prevailing conditions. Physical and operational aspects of the Airport will be evaluated as a part of this assessment and determination of facilities and projects. All recommended development shown in the preferred development plan will consistent with Airport Design Standards and Grant Assurances.

6.05 Develop Working Paper 2

Woolpert will develop a detailed working paper describing the analysis efforts comprised in Task 5.0 and Task 6.0. This working paper will be written in terms that are easily understandable to a layperson to serve as the basis of discussions with the PAC. Ultimately, the Working Paper will also form the basis of two chapters of the Airport Master Plan that document the results of these task efforts (see Task 9.1).

Phase 6 Summary & Deliverables:

Task Product(s): Working Paper 2 that summarizes the analysis efforts associated with Tasks 5.0 and Task 6.0 and their associated sub-tasks.

Sponsor Task Responsibilities: Sponsor will assist Woolpert as required in reviewing and updating Working Paper 2.

Woolpert Task Responsibilities: Woolpert will produce Working Paper 2 (draft/final formats).

PHASE 7.0 AIRPORT LAYOUT PLAN (ALP)

Woolpert will prepare an ALP drawing set that reflects existing conditions and the recommended development. The ALP will conform to FAA Airports Standard Operating Procedure (SOP) 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) and SOP 3.00, Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps. The completed checklist(s) will be submitted to the FAA with the ALP set. The ALP set will be prepared in full color with aerial photo backgrounds where available for ease of readability. Drawings will be based on mapping provided in Task 3.07, as well as land use plans and zoning maps provided by the Sponsor.

7.01 ALP Drawing Set

In accordance with FAA SOP 2.00, *Stand Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*, the ALP drawing set will include the following drawings (note that the number of sheets for each may vary depending on the complexity of the Airport):

- *Cover Sheet:* The cover sheet will include the title of the project, location and vicinity maps, and a sheet index.

- *Airport Layout Plan (ALP) Drawing:* All proposed development will be provided in an GIS format consistent with current ALP standards, including all existing and proposed information and data as required by FAA AC 150/5070-6B, *Airport Master Plans*, FAA AC 150/5300-13B, *Airport Design*, as well as all other applicable FAA standards and SOPs. Existing and future conditions will be shown on the same ALP, unless otherwise approved by FAA.

- *Airport Data Sheet:* A data sheet will be provided that includes wind roses, wind coverage tables, airport data tables, appropriate runway data tables, declared distances table, and others.

- *Terminal Area Plan:* Woolpert will prepare a terminal area plan that will illustrate existing and proposed facilities of the airport's terminal area, including such elements as terminal configuration and location, taxiway and apron development, vehicle access roads and parking areas, specifically indicating those facilities which currently exist and those which are proposed.

- *Airport Airspace Drawing:* Based on AC 150/5300-13B, *Airport Design*, an Airport Airspace Drawing will be prepared in accordance with the findings, recommendations and approvals resulting from the study. All existing 14 CFR Part 77 imaginary surfaces will be shown with 50-foot contours on a base map at an appropriate scale.

- *Inner Portion of the Approach Drawing(s):* Woolpert will prepare Inner Portion of the Approach Surface Drawings that reflects each runway end, based on AC 150/5300-13B, *Airport Design* and 14 CFR Part 77 imaginary surfaces.

- *Runway Departure Surface Drawing:* Woolpert will prepare a Runway Departure Surface Drawing that reflects the established departure surface for each runway end, based on AC 150/5300-13B, *Airport Design*.

- *Land Use Drawing:* Woolpert will prepare a Land Use Drawing depicting existing and recommended uses of all land within the ultimate airport property line (on-airport) and within the vicinity of the Airport (off-airport).

- *Exhibit 'A' Airport Property Map:* This plan will meet the requirements established in FAA SOP 3.00, *Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps*. The existing Airport Property Map will be used as a basis for developing a new Exhibit 'A' Property Map. Limited deed research may be performed to update any ownership changes. Pssible title search may be required for any missing or inaccurate data on the drawing's Property Table, including inconsistencies with prior FAA-approved Exhibit A's and grant descriptions for land acquired with Federal funds. A boundary survey will not be completed as a part of this project.

7.02 ALP Drawing Set Approval Process

FAA approval and signature of the ALP drawing set is required to complete this task. To accomplish this, Woolpert will follow the established FAA procedure for ALP review and approval. FAA will review and comment on the draft ALP prior to its submission for airspace analysis. The revised ALP drawing set resulting from this initial FAA review will be submitted for FAA airspace analysis. All comments and conditions resulting from FAA's airspace analysis will be addressed to FAA's satisfaction.

7.03 ALP Drawing Set Deliverables

The ALP set will be plotted in full size (24"x36" or 22"x34") and with the following copies distributed after sequential/progressive edits have been made:

- One (1) DRAFT ALP set to the Airport for review.
- One (1) Final Draft ALP set to the Airport for review.
- One (1) Final Draft ALP set to FAA for preliminary review.
- An electronic version (i.e., PDF) of each sheet to FAA for airspace review.
- Five (5) Final, Airport-signed ALP Sets to FAA for approval, signature, and distribution.
- Electronic (PDF/AutoCAD) files of the FAA-approved ALP set sent to the Sponsor, FAA and State.

Phase 7.0 Summary & Deliverables:

Task Product(s): A signed ALP Drawing Set for the Airport, FAA and State.

Sponsor Task Responsibilities: The Sponsor will provide Woolpert with any information required to complete the sets and will review the draft ALP set.

Woolpert Task Responsibilities: Woolpert will produce an ALP Drawing set that is compliant with FAA SOP 2.00 and SOP 3.00 standards; will update the DRAFT ALP based on appropriate comments provided by the Sponsor and FAA; will follow the prescribed FAA process to obtain signatures on the final ALP Drawing; will produce draft and final ALP sets in the quantities described above.

PHASE 8.0 PROGRAM IMPLEMENTATION PLAN

A key component of the master planning process is to identify a development program that is practical and reasonable. The Program Implementation Plan presents the estimated costs and guidance on how to implement the findings and recommendations of the overall planning effort. Note that the plan must balance funding constraints, project sequencing limitations, environmental processing requirements, agency and tenant approvals and coordination process, business issues, and Sponsor's preferences.

8.01 Project Cost Estimates

Cost estimates of proposed capital improvements, based on current dollars, will be prepared for the first five-year period; a more generalized cost breakdown will be prepared for the 10-year period; and a facility breakdown with costs will be prepared for the 20-year period. Conceptual planning-level facility costs will be prepared using unit prices extended by the size of the facility tempered with engineering judgment considerations. Cost estimates are intended to be used for planning purposes only and are not to be construed as formal opinions of probable construction cost.

8.02 Airport Capital Improvement Plan (CIP)

Development and updating of the Airport's CIP will involve:

- Identification of capital improvements to be undertaken in the next 20 years.
- Ranking each project based on FAA's priority ranking system, as well as factors such as lead times for environmental review and approval, and financial capability.
- Potential capital improvement funding sources will be identified, as well as potential shares of each project cost. (There is no commitment by any party to fund or implement any specific project shown on the ALP. Funding of future projects provided by any party will be contingent on their financial condition and funding status, which is subject to change over time.)
- An implementation schedule will be established in three phases: Phase I — 5 Year CIP (2023-2028); Phase II — 6-10 Year CIP (2029-2033); and Phase III — 11-20 Year CIP (2034-2043).
- A financial analysis will be conducted that will outline the actions and initiatives necessary to carry out the CIP in a fiscally sound manner. Included in the financial analysis will be the identification of alternate project phasing considerations and projections of revenues and expenses based on several factors including historical operating results, anticipated inflationary impacts, tenant lease provisions, and anticipated operational changes that could affect financial performance.

8.03 Airport Development Plan

In addition to being listed and described in tabular format in the report, the proposed projects will be identified on a drawing entitled "Development Plan" that will illustrate all of the planned projects.

8.04 Develop Working Paper 3

Woolpert will develop a detailed working paper describing the data collection and analysis efforts comprised in Task 7.0 and Task 8.0. This working paper will be written in terms that are easily understandable to a layperson to serve as the basis of discussions with the PAC. Ultimately, the Working Paper will also form the basis of two chapters of the Airport Master Plan that documents the results of efforts associated with these tasks (see Task 9.1).

Phase 8.0 Summary & Deliverables:

Task Product(s): Working Paper 3 that summarizes the analysis efforts associated with Tasks 7.0 and Task 8.0 and their associated sub-tasks.

Sponsor Task Responsibilities: Sponsor will assist Woolpert in reviewing Working Paper 3.

Woolpert Task Responsibilities: Woolpert will produce Working Paper 3.

PHASE 9.0 PROJECT DOCUMENTATION

In addition to the documentation described in previous tasks, the following documentation elements are included in this project scope.

9.01 Draft and Final Master Plan Technical Report

Woolpert will prepare an Airport Master Plan Technical Report meets the standards of FAA AC 150/5070-6B, *Airport Master Plans*. The report will be submitted in draft working papers (submitted in PDF format) for review and comment by the Sponsor and FAA throughout the study. The Technical Report will generally follow the structure of this Scope of Work and will include the following sections:

- *Chapter One*: Introduction and Goals (based on Working Paper 1)
- *Chapter Two*: Inventory of Existing Conditions (based on Working Paper 1)
- *Chapter Three*: Aviation Activity Forecasts (based on Working Paper 1)
- *Chapter Four:* Facility Requirements (based on Working Paper 2)
- *Chapter Five:* Development Alternatives and Recommended Plan (based on Working Paper 2)
- *Chapter Six:* Airport Layout Plan (ALP) (based on Working Paper 3)
- *Chapter Seven*: Program Implementation Plan (based on Working Paper 3)
- *Appendices*: Master Planning Guidebook, Outreach Program summary; additional backup data used for a significant analysis will be included in the appendix

At the conclusion of the project, the Technical Report will be produced as a bound, 8.5”x11” document with pull-out 11”x17” copies of the ALP drawing set for ease of reference. Woolpert will produce the following quantities of the report:

- One (1) hard copy each of draft Master Plan Technical Report to the Sponsor, the FAA and Caltrans for review and comment.

- Five (5) hard copies of final Master Plan Technical Report to the Sponsor.
- One (1) hard copy of final Master Plan Technical Report to the FAA.
- One (1) hard copy of final Master Plan Technical Report to Caltrans.
- Electronic files in PDF format of each project deliverable and the final technical report will also be submitted to the Sponsor, the FAA, and Caltrans on an appropriate electronic storage device.

9.02 Executive Summary

A concise summary document, with detailed graphics and tables, will be produced for high-level review of important details, decisions, and recommendations. Electronic files of the Executive Summary in PDF format will be provided to the Sponsor, the Airport Management, FAA, and Caltrans. In addition, 25 hard copies of the Executive Summary will be provided to the Sponsor.

ASSUMPTIONS

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Consultant and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the consultant, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. If applicable, the Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan.

AIRPORT/CLIENT: Lake Tahoe Airport
PROJECT NAME: Airport Master Plan - PHASE II
DATE: May 4, 2023

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FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
5.0 Facility Requirements					
Planning Manager	0 hrs.	x	$ 290.00 /hr	=	
Planner IV	18 hrs.	x	$ 260.00 /hr	=	$ 4,680.00
Senior Consultant II	0 hrs.	x	$ 275.00 /hr	=	
Planner III	42 hrs.	x	$ 180.00 /hr	=	$ 7,560.00
Associate Planner I	108 hrs.	x	$ 155.00 /hr	=	$ 16,740.00
CADD Tech III	0 hrs.	x	$ 140.00 /hr	=	
Graphic Artist I	0 hrs.	x	$ 105.00 /hr	=	
Project Coordinator I	0 hrs.	x	$ 115.00 /hr	=	
Billing Analyst Team Lead II	0 hrs.	x	$ 140.00 /hr	=	
SUBTOTAL	**168** hrs.		**SUBTOTAL**	**$**	**28,980.00**
			PHASE TOTAL	**$**	**28,980.00**

LABORHOUR BREAKDOWN

TASK		LABOR CATEGORY														
		Planning Manager	Planner IV	Senior Consultant II	Planner III	Associate Planner I	CADD Tech III	Graphic Artist I						Project Coordinator I	Billing Analyst Team Lead II	Phase Item Costs
5.0	**Facility Requirements**															
5.01	Airport Demand/Capacity Analysis		2		2	4										$ 1,500.00
5.02	Determine Aircraft Operational Requirements		2		8	16										$ 4,440.00
5.03	Airport Design Standards Review/Evaluation		2		8	16										$ 4,440.00
5.04	Airside Requirements		4		8	24										$ 6,200.00
5.05	Landside Requirements		4		8	24										$ 6,200.00
5.06	Assess Potential for On-Airport, Non-Aeronautical Development		4		8	24										$ 6,200.00
	TOTALS	**0**	**18**	**0**	**42**	**108**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 28,980.00

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
6.0 Development Alternatives and Recommended Plan					
Planning Manager	0 hrs.	x	$ 290.00 /hr	=	
Planner IV	48 hrs.	x	$ 260.00 /hr	=	$ 12,480.00
Senior Consultant II	4 hrs.	x	$ 275.00 /hr	=	$ 1,100.00
Planner III	80 hrs.	x	$ 180.00 /hr	=	$ 14,400.00
Associate Planner I	120 hrs.	x	$ 155.00 /hr	=	$ 18,600.00
CADD Tech III	72 hrs.	x	$ 140.00 /hr	=	$ 10,080.00
Graphic Artist I	0 hrs.	x	$ 105.00 /hr	=	
Project Coordinator I	0 hrs.	x	$ 115.00 /hr	=	
Billing Analyst Team Lead II	0 hrs.	x	$ 140.00 /hr	=	
SUBTOTAL	**324** hrs.		**SUBTOTAL**	**$**	**56,660.00**
			PHASE TOTAL	**$**	**56,660.00**

LABORHOUR BREAKDOWN

TASK		LABOR CATEGORY														
		Planning Manager	Planner IV	Senior Consultant II	Planner III	Associate Planner I	CADD Tech III	Graphic Artist I						Project Coordinator I	Billing Analyst Team Lead II	Phase Item Costs
6.0	**Development Alternatives and Recommended Plan**															
6.01	Review/Update Master Plan Goals		4	4	4											$ 2,860.00
6.02	Identify Viable Development Alternatives		12		24	32	40									$ 18,000.00
6.03	Evaluate and Rank Development Alternatives		12		24	40										$ 13,640.00
6.04	Prepare Recommended Development Plan and Program		12		12	24	24									$ 12,360.00
6.05	Develop Working Paper 2		8		16	24	8									$ 9,800.00
	TOTALS	**0**	**48**	**4**	**80**	**120**	**72**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 56,660.00

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
7.0 Airport Layout Plan (ALP)					
Planning Manager	0 hrs.	x	$ 290.00 /hr	=	
Planner IV	67 hrs.	x	$ 260.00 /hr	=	$ 17,420.00
GIS Technican II	346 hrs.	x	$ 105.00 /hr	=	$ 36,330.00
GIS Technican III	0 hrs.	x	$ 115.00 /hr	=	
Designer II	20 hrs.	x	$ 170.00 /hr	=	$ 3,400.00
Survey Phase Manager	60 hrs.	x	$ 135.00 /hr	=	$ 8,100.00
GIS Phase Manager	86 hrs.	x	$ 150.00 /hr	=	$ 12,900.00
Support II	40 hrs.	x	$ 105.00 /hr	=	$ 4,200.00
Survey Manager	20 hrs.	x	$ 290.00 /hr	=	$ 5,800.00
SUBTOTAL	**639** hrs.		**SUBTOTAL**	**$**	**88,150.00**
			PHASE TOTAL	**$**	**88,150.00**

LABORHOUR BREAKDOWN

TASK		LABOR CATEGORY														
		Planning Manager	Planner IV	GIS Technican II	GIS Technican III	Designer II	Survey Phase Manager	GIS Phase Manager	Support II	Survey Manager				Project Coordinator I	Billing Analyst Team Lead II	Phase Item Costs
7.0	**Airport Layout Plan (ALP)**			Vitaliy	Kevin	Amy	Ross	Ryan	Research	Justin						
7.01	ALP Drawing Set		2													$ 520.00
	Cover Sheet		1	8												$ 1,100.00
	Airport Layout Plan (ALP) (Existing & Future)		2	100		20		30								$ 18,920.00
	Airport Data Tables Sheet		4	20				20								$ 6,140.00
	Terminal Area Plan		2	40				10								$ 6,220.00
	Airport Airspace Drawing (FAR Part 77)		2	30				6								$ 4,570.00
	Inner Portion Approach Drawing		4	80				8								$ 10,640.00
	Departure Surface Drawings		2	20				4								$ 3,220.00
	Land Use Drawing		2	32				8								$ 5,080.00
	Exhibit "A" Property Map		2	16			60		40	20						$ 20,300.00
7.02	ALP Drawing Set Approval Process		4													$ 1,040.00
7.03	ALP Drawing Set Deliverables		40													$ 10,400.00
	TOTALS	**0**	**67**	**346**	**0**	**20**	**60**	**86**	**40**	**20**	**0**	**0**	**0**	**0**	**0**	$ 88,150.00

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
8.0 Program Implementation Plan					
Planning Manager	0 hrs.	x	$ 290.00 /hr	=	
Planner IV	40 hrs.	x	$ 260.00 /hr	=	$ 10,400.00
Senior Consultant II	0 hrs.	x	$ 275.00 /hr	=	
Planner III	36 hrs.	x	$ 180.00 /hr	=	$ 6,480.00
Associate Planner I	60 hrs.	x	$ 155.00 /hr	=	$ 9,300.00
CADD Tech III	0 hrs.	x	$ 140.00 /hr	=	
Engineer III	40 hrs.	x	$ 175.00 /hr	=	$ 7,000.00
Project Coordinator I	0 hrs.	x	$ 115.00 /hr	=	
Billing Analyst Team Lead II	0 hrs.	x	$ 140.00 /hr	=	
SUBTOTAL	**176** hrs.		**SUBTOTAL**	**$**	**33,180.00**
			PHASE TOTAL	**$**	**33,180.00**

LABORHOUR BREAKDOWN

TASK		LABOR CATEGORY														
		Planning Manager	Planner IV	Senior Consultant II	Planner III	Associate Planner I	CADD Tech III	Engineer III						Project Coordinator I	Billing Analyst Team Lead II	Phase Item Costs
8.0	**Program Implementation Plan**															
8.01	Project Cost Estimates		4		4	4		40								$ 9,380.00
8.02	Airport Capital Improvement Plan (CIP)		16		8	16										$ 8,080.00
8.03	Airport Development Plan		16		8	16										$ 8,080.00
8.04	Develop Working Paper 3		4		16	24										$ 7,640.00
	TOTALS	**0**	**40**	**0**	**36**	**60**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 33,180.00

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
9.0 Project Documentation					
Planning Manager	0 hrs.	x	$ 290.00 /hr	=	
Planner IV	32 hrs.	x	$ 260.00 /hr	=	$ 8,320.00
Senior Consultant II	0 hrs.	x	$ 275.00 /hr	=	
Planner III	40 hrs.	x	$ 180.00 /hr	=	$ 7,200.00
Associate Planner I	72 hrs.	x	$ 155.00 /hr	=	$ 11,160.00
CADD Tech III	0 hrs.	x	$ 140.00 /hr	=	
Graphic Artist I	40 hrs.	x	$ 105.00 /hr	=	$ 4,200.00
Project Coordinator I	0 hrs.	x	$ 115.00 /hr	=	

LABORHOUR BREAKDOWN

TASK		LABOR CATEGORY														
		Planning Manager	Planner IV	Senior Consultant II	Planner III	Associate Planner I	CADD Tech III	Graphic Artist I						Project Coordinator I	Billing Analyst Team Lead II	Phase Item Costs
9.0	**Project Documentation**															
9.01	Draft and Final Master Plan Technical Report		16		24	40		8								$ 15,520.00
9.02	Executive Summary		16		16	32		32								$ 15,360.00

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Billing Analyst Team Lead II	0 hrs.	x	$ 140.00	/hr	=											
SUBTOTAL	184 hrs.		SUBTOTAL	$	30,880.00											
			PHASE TOTAL	$	30,880.00											

TOTALS	0	32	0	40	72	0	40	0	0	0	0	0	0	0	$	30,880.00

		Contract Hours	Total Cost
SUMMARY FEE PROPOSAL (LUMP SUM)			
5.0	Facility Requirements	168	$ 28,980.00
6.0	Development Alternatives and Recommended Plan	324	$ 56,660.00
7.0	Airport Layout Plan (ALP)	639	$ 88,150.00
8.0	Program Implementation Plan	176	$ 33,180.00
9.0	Project Documentation	184	$ 30,880.00
		1491	**SUBTOTAL** $ 237,850.00

	Contract Hours	Phase Cost	Overhead	Total Labor	Fixed Fee	Total Cost
REIMBURSABLE EXPENSES						
Auto Rental			0	x Day	$ 85.00	
Mileage			0	x Miles	$ 0.655	
Travel & Airline Costs			0	x Trip	$ 600.00	
Lodging + Tax's & Fees			0	x Day	$ 200.00	
Per Diem			0	x Day	$ 74.00	
Survey Field Vehicle (Survey)			0	x Day	$ 85.00	
Mileage (Survey)			0	x Miles	$ 0.66	
Lodging + Tax's & Fees (Survey)			0	x Day	$ 200.00	
Per Diem (Survey)			0	x Day	$ 74.00	
Equipment (Survey)			0	x Each	$ 500.00	
Reproduction/Printing			0	x Copy	$ 0.10	
Plotting			0	xEach	$0.25	
Express/Mail/Courier			0	x Each	$ 99.00	
					SUBTOTAL	$ -
SUBCONSULTANTS						
SUBCONSULTANT 1						$ -
SUBCONSULTANT 2						$ -
SUBCONSULTANT 3						$ -
SUBCONSULTANT 4						$ -
SUBCONSULTANT 5						$ -
					SUBTOTAL	$ -
					Contract Total	**$ 237,850.00**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

City of South Lake Tahoe
Amendment No. 6 to Airport Master Professional Services Agreement with Environmental Science Associates (ESA) (C-050-2021)

The Professional Services Agreement entered into on _____, 2023, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Environmental Science Associates** ("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 May 24, 2021 and the First Amendment to the Professional Services Agreement dated June 14, 2021, the Second Amendment to the Professional Services Agreement dated May 9, 2022, the Third Amendment to the Professional Services Agreement dated June 16, 2022, the Fourth amendment to the Professional Services Agreement dated July 28, 2022, the Fifth amendment to the Professional Services Agreement dated March 16, 2023, and the Sixth Amendment adds the work described within **Exhibit A, Scope of Services** attached hereto and incorporated herein by reference.

2.Compensation. Compensation to be paid to the CONSULTANT, is $241,407.00 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 $241,407.00, 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. 6 to Professional Services Agreement with Consultant to be executed on _____.

City of South Lake Tahoe

By_____

Joseph Irvin, City Manager

Consultant: Environmental Science Associates

By _____

Michael Arnold, Senior Vice President

Business License # 008716

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

ATTEST:

By_____

Susan Blankenship, City Clerk

Attachments: Exhibit A – Scope of Services

TRPA/CEQA Documentation for Lake Tahoe Airport Master Plan Update

Assumptions

Per Section 2.2 of the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, activities that may have a substantial effect on the land, air, water, space, or any other natural resources in the Tahoe region are projects subject to TRPA review and approval. This includes master or special plans. Accordingly, for purposes of this scope of work, it is assumed that a joint Initial Environmental Checklist (IEC)/Initial Study (IS) would be prepared. An IEC is prepared under TRPA regulations to determine if an Environmental Impact Statement (EIS), a Mitigated Finding of No Significant Effect, or a Finding of No Significant Effect (FONSE) is required. An IS is prepared under the California Environmental Quality Act (CEQA) for purposes of allowing the Lead Agency (City of South Lake Tahoe) determine if an Environmental Impact Report (EIR), a Mitigated Negative Declaration (MND), or a Negative Declaration (ND) should be prepared for purposes of complying with CEQA. Preparation of joint CEQA/TRPA documents is common practice in areas within TRPA jurisdiction. If, upon consultation with TRPA, it is determined that an IEC is not necessary, the TRPA topics below can be severed from the scope of work. Additional assumptions include:

- All on-site surveys (biological, archaeological, historical) performed by ESA staff will be one (1) day in duration. If additional surveys for any individual resource categories are determined to be necessary, a separate scope and budget will be prepared at that time.
- For purposes of budgeting project management and meetings, we assume no more than two project meetings per month (conference calls) and that the CEQA process will be completed within 18 months from a Notice to Proceed.
- ESA assumes there will not be substantive comments from the City of South Lake Tahoe on the screencheck draft (i.e., comments at that point will be essentially editorial in nature). Should substantive comments be received on the screencheck or printcheck drafts of the EIR, a separate scope and budget will be prepared at that time.
- Responses to public comments received on the Draft IS will not require substantial new analysis of any topic addressed in the IEC/IS.
- No more than 30 separate responses to public comments will be required. More than 30 individual comments may be received; however, this scope assumes similar comments will be grouped and up to 30 separate responses will be prepared.
- ESA assumes the public workshop and public hearing will occur on the same date.
- This scope of work assumes ESA will not assist with an appeal hearing. Should ESA's assistance with an appeal hearing be requested, a separate scope and budget will be prepared at that time.
- This scope does not include preparation of an Americans with Disabilities Act compliant document.
- ESA assumes the City of South Lake Tahoe will be responsible for all mailings, postings, and public notifications.

Additional resource-specific assumptions are described in Task 1 below.

Scope of Work

Task 1 - Initial Environmental Checklist/Initial Study

Under Task 1, a project description would be developed and the environmental resource categories in the Appendix G Checklist and TRPA IEC questionnaire reviewed for applicability to the proposed project.

Task 1.1 Review of Environmental Resource Categories - CEQA

ESA will prepare a Project Description that conforms to the requirements of the CEQA Guidelines. The environmental resource categories listed in Appendix G of the CEQA Guidelines will be reviewed and the potential effects, if any, of the Draft Airport Master Plan Update on those resources will be described.

Aesthetics
ESA will describe the current visual landscape on and around Lake Tahoe Airport (TVL), and the potential for impacts arising from Master Plan-related construction to visually or light sensitive areas will be assessed.

Agriculture and Forestry Resources
ESA will assess the potential for the Master Plan to result in the loss of forest land or conversion of forest land to non-forest use.

Air Quality
This task will involve collecting data necessary to identify and describe baseline air quality conditions, including a summary of reasonably available air monitoring data representative of conditions at TVL. A qualitative, programmatic discussion of impacts from the Master Plan will be included with a quantitative analysis of only two representative projects. Up to two (2) project-level analyses will be conducted using California Emissions Estimator Model (CalEEMod) for construction emissions and the Aviation Environmental Design Tool (AEDT) for operational emissions.

Biological Resources
ESA will evaluate the potential for the Master Plan to impact wildlife and habitat on a programmatic level. A qualified ESA staff biologist will perform a site survey to document general locations and conditions of wildlife, vegetation, and water resources. Focused plant and wildlife surveys will not be included in this task, nor are wetland or arborist surveys. If any such surveys are determined necessary, they will be scoped under a separate task.

Cultural Resources
ESA proposes the following tasks and technical documentation to address potential impacts to historic, cultural, and tribal cultural resources. This includes determination of archaeological and tribal cultural resources sensitivity of the project area as well as addressing potential historic architectural resources.

ESA will conduct an updated records search at the North Central Information Center (NCIC) of the California Historical Resources Information System to document previously identified cultural resources within 0.5-mile of the project area and to assess the likelihood of unrecorded cultural resources based on historical references and the environmental setting. ESA will also review previous documentation, historic maps, and aerial imagery.

ESA will contact the Native American Heritage Commission to request information on known sacred sites in the vicinity of the project area and to request a list of contacts for Native American tribes who may have an interest in the area. In compliance with Public Resources Code Section 21080.3(b) (Assembly Bill 52), ESA will draft letters for the County to send to Native American Tribes. Additional tasks associated with Tribal consultation such as on-site meetings would be scoped separately if needed.

An ESA archaeologist who meets or is supervised by the Secretary of the Interior's Professional Qualification Standards will conduct an on-foot intensive surface survey of the project area. The recording of up to four archaeological resources on Department of Parks and Recreation forms is included in the scope of work. The evaluation of archaeological resources may require additional testing, which would be completed under a separate scope and budget.

In compliance with the requirements of the NHPA, ESA will prepare one draft and one final report documenting the methods and findings of the pre-field research, communication with the Native American Heritage Commission, maps, and the results of the archaeological survey. The report will be prepared according to the inventory requirements of the California Office of Historic Preservation. ESA will submit the final memorandum to the NCIC.

An ESA architectural historian who meets the Secretary of the Interior's Professional Qualification Standards will perform a site visit to identify and record the project site. Because the Lake Tahoe Airport contains multiple buildings and structures that currently meet the minimum age threshold for consideration as a potential historic resource, ESA will assess the project site for both individual historic

resources and as a potential historic district. Up to four individual resources may be recorded on Department of Parks and Recreation DPR 523 forms OR up to one district resource will be recorded on the appropriate DPR 523 forms.

ESA will prepare one draft and one final Historic Resources Survey Report (HRSR) that includes the findings of the research, descriptions of existing conditions from the site survey, and evaluates the project site for eligibility for listing in the California Register of Historical Resources and local historic register (if applicable). After receipt of one round of consolidated comments, ESA will prepare a final HRSR that will be included with the ICE/IS as an appendix. If warranted, this task may be combined with the archaeological and tribal cultural resources report.

Based on the results of the study, ESA will draft the Cultural Resources and Tribal Cultural Resources sections of the IEC/IS. The sections will include a summary of findings, a regulatory framework, and an analysis of impact associated with both the Master Plan (programmatic) and up to 2 specific projects from the CIP list (program level) with mitigation measures to reduce impacts to a less-than-significant level, as feasible.

Geology /Soils
On a programmatic level, ESA will evaluate the existing conditions and potential impacts of Master Plan-related projects on seismic-related features and soils.

Greenhouse Gas Emissions
ESA will calculate construction-related and operational GHG emissions using the CalEEMod emissions model for up to 2 project-levels scenarios. GHG emissions will be amortized over an assumed 30-year lifetime of the project and compared to the SMAQMD (in lieu of El Dorado County Air Quality Management District thresholds) construction threshold of 1,100 metric tons per year of carbon dioxide equivalents. Best management practices will be identified as mitigations measures, if warranted.

Consistency with the 2022 Clime Change Scoping Plan of the California Air Resources Board will be addressed.

Hazards & Hazardous Materials
ESA will evaluate the potential for Master Plan-related projects to introduce hazards or expose the public to existing hazards.

Hydrology / Water Quality
ESA will evaluate the potential for Master Plan-related projects to introduce pollutants into water resources and

Land Use / Planning
ESA will evaluate the potential for the Master Plan proposals to conflict with other local plans and development policies.

Mineral Resources
ESA will evaluate the potential for the Master Plan proposals to impact availability of mineral resources and any applicable plans for mineral recovery.

Noise
ESA will estimate the noise levels likely to be generated by construction equipment based either on an estimated equipment list from data compiled for construction of proposed multi-faceted land use development or using default equipment assumptions of the air quality model used in the analysis of impacts to air resources. Predicted noise levels will be assessed relative to existing standards contained in the City of South Lake Tahoe noise ordinance that limit construction noise. ESA will also provide a discussion of construction-related vibration impacts that will address the potential for building damage to adjacent structures as well as for annoyance to adjacent receptors.

Operational noise analysis will also generally describe potential noise that may result from HVAC equipment or other stationary sources. Roadside noise increases from vehicle trips will be qualitatively addressed based on the estimated trip generation for up to two project-level analyses.

Any potential noise related to changes in aircraft operations and operational procedures will be modeled

using the latest version of AEDT. Model inputs will be based on information provided by the Master Plan team, and straight in and out arrival and departure routes are assumed for modeling purposes.

Population / Housing
ESA will evaluate the potential for Master Plan proposals to induce population growth or displace individuals and housing.

Public Services
ESA will evaluate the potential for Master Plan proposals to impact existing public service facilities or necessitate the construction of new public service facilities.

Recreation
ESA will evaluate the potential for Master Plan proposals to induce increased use of existing recreational facilities or necessitate the establishment of new recreational facilities in a manner which could have a potentially adverse effect on the environment.

Transportation/Traffic
On a programmatic level, ESA will evaluate the potential for Master Plan-related projects to conflict with local transportation plans and traffic management plans. ESA will also consider potential for plan elements to exacerbate traffic congestion, introduce safety hazards, and affect emergency services access.

Tribal Cultural Resources
See “Cultural Resources” above.

Utilities / Service Systems
ESA will evaluate the water requirements potentially induced by the Master Plan proposals. ESA will consider if any Master Plan proposals would necessitate new water utility infrastructure which could result in adverse environmental effects. ESA will also consider potential for stormwater, wastewater, and solid waste processing and conveyance infrastructure to be impacted by Master Plan.

Mandatory Findings of Significance
ESA will evaluate the potential for Master Plan proposals to result in substantial negative impacts to natural resources, animal habitat, populations, species, or notable examples of California history or prehistory. ESA will also consider if any individually less than significant impacts to resource categories could incrementally contribute to a cumulative impact when considered in relation to other projects in the study area, and ESA will evaluate potential for both direct and indirect impacts to any humans.

Task 1.2 Review of Environmental Resource Categories - TRPA
ESA will review the environmental resource categories listed in the IEC questionnaire and describe the potential effects, if any, of the Draft Airport Master Plan Update on those resources.

Land
In addition to the “Geology/Soils” evaluation discussed under Task 1.1 above, ESA will consider the potential for Master Plan proposals to affect wind and water erosion.

Air Quality
ESA will evaluate potential impacts to air quality in conjunction with the “Air Quality” assessment discussed under Task 1.1 above.

Water Quality
ESA will evaluate potential impacts to water quality in conjunction with the “Hydrology/Water Quality” assessment discussed under Task 1.1 above.

Vegetation
ESA will evaluate the potential impacts to vegetation in conjunction with the “Agriculture and Forestry Resources” and “Biological Resources” assessments discussed under Task 1.1 above.

Wildlife
ESA will evaluate the potential impacts to vegetation in conjunction with the “Biological Resources” and “Mandatory Findings of Significance” assessments discussed under Task 1.1 above.

Noise
In addition to the evaluation of “Noise” discussed under Task 1.1, ESA will consider potential for existing

structures to be exposed to noise-related vibration.

Light and Glare
ESA will evaluate potential impacts to light and glare in conjunction with the "Aesthetics" assessment discussed under Task 1.1 above.

Land Use
See "Land Use/Planning" under Task 1.1 above.

Natural Resources
ESA will evaluate potential impacts to natural resources in conjunction with the "Agriculture and Forestry Resources" and "Mineral Resources" assessments discussed under Task 1.1 above.

Risk of Upset
ESA will evaluate potential impacts related to risk of upset in conjunction with the "Hazards & Hazardous Materials" and "Transportation/Traffic" assessments discussed under Task 1.1 above.

Population
ESA will evaluate potential population impacts in conjunction with the "Population/Housing" assessment discussed under Task 1.1 above.

Housing
ESA will evaluate potential housing impacts in conjunction with the "Population/Housing" assessment discussed under Task 1.1 above.

Transportation / Circulation
ESA will evaluate potential transportation and circulation impacts in conjunction with the assessment of "Transportation/Traffic" discussed under Task 1.1 above.

Public Services
ESA will evaluate potential public services impacts in conjunction with the "Public Services" assessment discussed under Task 1.1 above.

Energy
ESA will identify the suppliers of energy resources in the area (e.g., electric, water, sewer, fuel), briefly note if there are any known shortages of common building materials in the area, or if there are unique resources located in the study area. ESA will assess the implications of the Master Plan's proposed use of energy and the ability of local energy providers to meet the demand.

Utilities
In addition to the "Utilities / Service Systems" evaluation discussed under Task 1.1 above, ESA will consider the potential for Master Plan proposals to affect communications, power, and natural gas.

Human Health
ESA will evaluate potential impacts to human health in conjunction with the "Hazards & Hazardous Materials" and "Mandatory Findings of Significance" assessments discussed under Task 1.1 above.

Scenic Resources / Community Design
In addition to the "Aesthetics" evaluation discussed under Task 1.1 above, ESA will evaluate the Master Plan proposals for consistency with the TRPA Scenic Quality Improvement Program (SQIP) and Design Review Guidelines.

Recreation
ESA will evaluate potential recreation impacts in conjunction with the "Recreation" assessment discussed under Task 1.1 above.

Archaeological / Historical
ESA will evaluate potential impacts to archaeological and historical resources in conjunction with the "Cultural Resources" and "Tribal Cultural Resources" assessments discussed under Task 1.1 above.

Findings of Significance
ESA will evaluate findings of significance in conjunction with the "Mandatory Findings of Significance" assessment discussed under Task 1.1 above.

Deliverables:

- Draft and final project description in electronic format.
- One (1) hour conference call with City of South Lake Tahoe staff to discuss applicable environmental resource categories.

Task 2 - Draft IEC/IS
Preparation of the IS would begin by addressing the questions in the Environmental Checklist provided in Appendix G to the CEQA Guidelines. The TRPA IEC includes a similar list of questions addressing many of the same environmental resource categories. As thresholds of significance differ between CEQA and TRPA, the checklists would be prepared separately but combined in the same document by resource category. The necessary technical analyses would be completed under this task, including preparation of an air quality/greenhouse gas analysis, noise analysis, biological resources analysis, and cultural resources analysis.

Task 2.1 Administrative Draft Initial Environmental Checklist/Initial Study
ESA will prepare an Administrative Draft IEC/IS for the Draft Airport Master Plan. ESA will submit one (1) electronic copy to the City of South Lake Tahoe for review and comment.

Up to three (3) ESA staff members will participate in a two (2) hour conference call with City of South Lake Tahoe staff to discuss the Draft IEC/IS findings and to confirm that an MND is the appropriate CEQA compliance document for the Draft Airport Master Plan Update.

Deliverables
- One (1) electronic copy of the Administrative Draft IEC/IS.
- Two (2) hour conference call with the City of South Lake Tahoe to discuss the Administrative Draft IEC/IS.

Task 2.2 Draft IEC/IS
ESA will incorporate requested revisions into the Administrative Draft IEC/IS upon receipt of one consolidated set of comments from the City of South Lake Tahoe. ESA will prepare one (1) electronic copy of the Draft IEC/IS and one (1) electronic copy of written responses to comments submitted by City of South Lake Tahoe staff regarding the Administrative Draft IS.

Deliverables
- One (1) electronic copy of the Public Draft IS.
- One (1) electronic copy written responses to City of South Lake Tahoe staff comments.

Task 3 - Mitigated Negative Declaration

Task 3.1 Administrative Draft Mitigated Negative Declaration
ESA will prepare an Administrative Draft IEC/IS/MND for the Airport Master Plan Update that meets TRPA requirements and the requirements of CEQA Guidelines Section 15063. ESA will provide a thorough discussion of the environmental setting and study area associated with the proposed project.

ESA will submit one (1) electronic screencheck version of the Administrative Draft IEC/IS/MND for City of South Lake Tahoe review. Once City of South Lake Tahoe staff have completed their review of the screencheck version of the Administrative Draft IEC/IS/MND, ESA will incorporate any requested revisions into the Administrative Draft IEC/IS/MND sections. ESA will submit one (1) electronic copy of the Administrative Draft IEC/IS/MND to the City of South Lake Tahoe.

Deliverables
- One (1) electronic screencheck version of the Administrative Draft IEC/IS/MND.

Task 3.2 Public Draft IEC/IS/MND
ESA will submit ten (10) hard copies and one (1) electronic copy of the Public Draft IEC/IS/MND to the City of South Lake Tahoe for public distribution. ESA will assist City of South Lake Tahoe staff with developing notices and advertisements announcing the availability of the Public Draft IEC/IS/MND. The City of South Lake Tahoe will be responsible for publishing those notices as well as distributing the hard copy documents to locations accessible to the general public. ESA will be responsible for submitting the Public Draft IEC/IS/MND to the State Clearinghouse via CEQA Submit for publication to CEQAnet. As part of this submittal, ESA will prepare a Notice of Intent (NOI) to adopt the MND, Notice of Completion & Environmental Document Transmittal (NOC) form, and the Office of Planning and Research (OPR)

Summary Form.

Deliverables

- Ten (10) hard copies and one (1) electronic copy of the Public Draft IEC/IS/MND.
- Ten (10) hard copies and one (1) electronic copy of the Notice of Intent to Adopt.

Task 3.3 Responses to Public Comments

Following a 30-day review period for the Public Draft IEC/IS/MND, ESA will make any revisions to the IEC/IS/MND necessary to address substantive comments or make necessary corrections. This task assumes that no new analysis will be required to prepare the final IEC/IS/MND. ESA will create a log of comments received from agencies and the public. ESA will submit one (1) electronic copy of the final draft IEC/IS/MND to the City of South Lake Tahoe for review and comment.

Deliverables

- One (1) electronic copy of the responses to comments.
- One (1) electronic copy of the final draft IEC/IS/MND.

Task 4 - Final Mitigated Negative Declaration and Related Approval Documents

Task 4.1 Final Mitigated Negative Declaration

Comments received from City of Lake Tahoe staff shall be incorporated into the final IEC/IS/MND, which will then be formatted for final distribution to the City of South Lake Tahoe for approval and adoption. ESA will submit one (1) electronic copy of the Final IEC/IS/MND.

ESA will prepare one (1) electronic copy containing written responses to agency and public comments regarding the Notice of Intent to Adopt an MND.

Deliverables

- One (1) electronic copy of the final IEC/IS/MND.

Task 4.2 Related Approval Documents

ESA will assist City of South Lake Tahoe staff with developing the Notice of Determination (NOD) for the IS/MND. The NOD will include all information as identified in CEQA Guidelines Section 15094(a). It is assumed that City of South Lake Tahoe staff will coordinate with the California Department of Fish and Wildlife (CDFW) prior to adoption of the IEC/IS/MND so the appropriate CDFW filing fee can be submitted with the NOD to the County Clerk. The NOD should be filed with the County Clerk within five working days of approval of the IEC/IS/MND.

Deliverables

- One (1) electronic copy of the NOD form.

Task 4.3 Mitigation, Monitoring, and Reporting Program

ESA will prepare a MMRP in compliance with Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097. For each significant impact identified in the MND, the MMRP will describe the required mitigation and the responsible parties, tasks, and schedule for monitoring mitigation compliance, including a distinction of applicable phase, if necessary. The MMRP will be included in the Final IEC/IS/MND as an appendix.

Deliverables

- One (1) electronic copy of the Mitigation, Monitoring, and Reporting Program.

Task 5 - Project Management and Meeting Attendance

Task 5.1 Project Management and QA/QC

ESA understands that effective management is essential to successfully completing any project. Our project management team has a proven record of working with clients to meet project deadlines and deliver technically sound documents. The ESA Project Manager will be responsible for overseeing the preparation of all work products, monitoring project progress, ensuring the technical accuracy of all deliverables, resolving any schedule conflicts, monitoring project expenditures, and coordinating meetings.

ESA's Project Manager will be the first point-of-contact for City of South Lake Tahoe staff. If the Project Manager is unavailable, the Project Director will also be available to respond to the City of South Lake

Tahoe's needs. The Project Director will also be responsible for implementing ESA's comprehensive quality assurance/quality control (QA/QC) program that is designed to ensure the delivery of proficient, accurate, and thoroughly reviewed products.

Task 5.2 Project Meetings
Up to three (3) ESA staff members will participate in a two (2) hour project kickoff meeting with the City of South Lake Tahoe. Two (2) additional telephonic project meetings will be held during the development of the IEC/IS/MND for the Airport Master Plan Update for Lake Tahoe Airport. Up to three (3) ESA staff members will participate in up to two (2) coordination meetings with representatives from TRPA if necessary.

Deliverables
- One (1) project kickoff meeting with City of South Lake Tahoe staff.
- Notes summarizing the primary topics, issues, and action items from the project kickoff meeting.
- Two (2) additional project meetings and sets of meeting notes.

Task 5.3 Public Workshop
To ensure that local agencies and the general public have adequate opportunity to provide comments regarding the IEC/IS/MND developed for the Airport Master Plan Update for Lake Tahoe Airport, ESA proposes that the City of South Lake Tahoe convene a public workshop when the draft IEC/IS/MND has been issued for public review. Up to three (3) ESA staff will participate in the public workshop.

ESA will assist City of South Lake Tahoe staff to prepare notifications for the public workshop, will answer questions posed by workshop attendees, and will be prepared to make a brief presentation at the workshop if directed by City of South Lake Tahoe staff. ESA will assist City of South Lake Tahoe staff to prepare presentation boards, PowerPoint presentations (if necessary), and meeting handouts. It is assumed that the City of South Lake Tahoe will select and secure the venue for the public workshop and will publish notice of the workshop in a newspaper of wide circulation.

Deliverables
- Participation in one (1) public workshop
- Workshop materials including: meeting notices, comment cards, sign-in sheets, display boards, and other display materials.

Task 5.4 Public Hearing
Up to three (3) ESA staff will attend the public hearing convened by the City of South Lake Tahoe City Council to consider adoption of the IEC/IS/MND for the Draft Airport Master Plan Update. ESA will assist City of South Lake Tahoe staff to prepare notifications for the public hearing and will be prepared to make a presentation at the public hearing if directed by City of South Lake Tahoe staff.

Deliverables
- Attendance at one (1) public hearing.
- Hearing notices, comment cards, sign-in sheets, and other display materials.

Cost
Total cost for the project would be $241,500. A detailed cost estimate is available upon request.

ESA Labor Detail and Expense Summary

					Jon Teofilo											
	Employee Names				Karen Lancelle											
		Eryn Brennan			Jean-Christophe Dick									Ryan Yasuda		
		Brian Pittman	Michael Burns		Chris Sanchez			Erika Walther		Johanna Kahn	James Songco		Nick Reynoso			
		Brian Schuster	Becky Urbano	Heidi Koenig	Cheri Velzy	Steve Smith	Patrick Hickman	Dominic Scarano	Joel Miller	Ashleigh Sims	Amy Langford	Julie Nichols	Madison Castelazo			
	Labor Category	**Principal Consultant 4**	**Principal Consultant 3**	**Principal Consultant 2**	**Managing Consultant 3**	**Senior Consultant 5**	**Senior Consultant 4**	**Senior Consultant 3**	**Associate Consultant 5**	**Senior Consultant 2**	**Associate Consultant 3**	**Associate Consultant 2**	**Consultant 4**	**Total Hours**	**Labor Price**	
Task #	**Task Name/Description**	**$282**	**$255**	**$229**	**$223**	**$220**	**$200**	**$181**	**$178**	**$161**	**$153**	**$141**	**$135**			
1	**Initial Environmental Checklist/Initial Study**													-	$	-
1.1	Review of Environmental Resource Categories - CEQA	6	10	2	24	12	12	60		70	46		54	296.00	$	51,550
1.2	Review of Environmental Resource Categories - TRPA	6	10	2	16	12	12	60		70	46		54	288.00	$	49,766
2	**Draft IEC/IS**				6									6.00	$	1,338
2.1	Administrative Draft Initial Environmental Checklist/Initial Study	10			4	8	8	18	8		6	4	8	74.00	$	14,316
2.2	Draft IEC/IS	10			4	8	8		8		6	4	8	56.00	$	11,058
3	**Mitigated Negative Declaration**													-	$	-
3.1	Administrative Draft Mitigated Negative Declaration	2			2	4	4		2		2	2		18.00	$	3,634
3.2	Public Draft IEC/IS/MND	2			2	4	4		4		2	2		20.00	$	3,990
3.3	Responses to Public Comments	2			2	20	12		2					38.00	$	8,166
4	**Final Mitigated Negative Declaration and Related Approval Documents**													-	$	-
4.1	Final Mitigated Negative Declaration	2			2	4	4		2					14.00	$	3,046
4.2	Related Approval Documents	2			2	4	4		2					14.00	$	3,046
4.3	Mitigation, Monitoring, and Reporting Program	2			2	12	4							20.00	$	4,450
5	**Project Management and Meeting Attendance**													-	$	-
5.1	Project Management and QA/QC				24		38						12	74.00	$	14,572
5.2	Project Meetings				36		48						36	120.00	$	22,488
5.3	Public Workshop				16		16						20	52.00	$	9,468
5.4	Public Hearing				16		20						20	56.00	$	10,268
Total Hours		44	20	4	158	88	194	138	28	140	108	12	212	**1,146**		
Total Labor Costs		**$ 12,408**	**$ 5,100**	**$ 916**	**$ 35,234**	**$ 19,360**	**$ 38,800**	**$ 24,978**	**$ 4,984**	**$ 22,540**	**$ 16,524**	**$ 1,692**	**$ 28,620**		**$**	**211,156**

PROJECT COST ESTIMATE SUMMARY TABLE

ESA Labor Cost	**$**	**211,156**
**ESA Labor Technology and Data Management Fee ----------> **	**$**	**6,335**
ESA Non-Labor Expenses		
Reimbursable Expenses (see Attachment A for detail)	$	12,420
Subtotal ESA Non-Labor Expenses	**$**	**12,420**
Project Subtotal	**$**	**229,911**

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #: 18

Agenda Item: Amendment to Extend Lease of 4114 Lake Tahoe Boulevard with Lake Tahoe Visitor Authority

Executive Summary: The City has leased a portion of the building at 4114 Lake Tahoe Boulevard to the Lake Tahoe Visitors Authority since November 18, 2018. The last lease was executed on November 18, 2018, for a five-year term, including an option to extend the lease upon mutual consent by both parties. During the term of occupancy, Explore Tahoe has proven to be good stewards of the property and continues to provide general visitor services offerings including information on recreation, environment, and experiences in and around the Tahoe Basin. At this time, staff recommends extending the lease with the Lake Tahoe Visitors Authority to continue operations of Explore Tahoe for a five-year term, to November 12, 2028.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment 1 to Lease Agreement with Lake Tahoe Visitors Authority for property located at 4114 Lake Tahoe Boulevard for an additional five years.

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_-_Amendment_1_to_Lease_Agreement_with_Lake_Tahoe_Visitor_Authority.docx
02-C-165-2018-Lease Agreement- Lake Tahoe Visitor Authority.pdf
03-Amendment 1 to Lease Agreement with Lake Tahoe Visitor Authority3.pdf

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

Meeting Date: November 7, 2023

Title: Amendment 1 to Lease Agreement with Lake Tahoe Visitor Authority

Location: 4114 Lake Tahoe Boulevard

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

Background: The premises at 4114 Lake Tahoe Boulevard have been leased by the Lake Tahoe Visitors Authority since November 18, 2018. The last lease was executed on November 18, 2018 (Attachment 02) for a five-year term, including an option to extend the lease upon mutual consent by both parties. At this time, the City of South Lake Tahoe would like to extend the lease with the Lake Tahoe Visitors Authority to continue operations of Explore Tahoe for a five-year term to November 12, 2028 (Attachment 3).

During the term of occupancy Explore Tahoe has proven to be good stewards of the property and continues to provide general visitor services offerings including information on recreation, environment, and experiences in and around the Tahoe Basin.

Issue and Discussion: Per the 2018 Agreement, the Lake Tahoe Visitors Authority has requested to extend the Agreement. There are no substantive changes with the new lease save for an increase the Lessee will pay of total utility expenses in an amount not to exceed $10,000. The following is a summary of key lease terms:

- Upon execution of this Extension, Lessee agrees to abide by the Explore Tahoe Visitor Center Labor in Lieu Agreement as set forth in Exhibit B to the Lease (as amended by this Extension) and incorporated herein by reference.
- Extension of the Lease Term. In the event the parties agree to extend the term of the Lease through a subsequent extension, Lessee agrees to honor the Explore Tahoe Visitor Center Labor in Lieu Agreement unless modified by agreement of both parties. Upon expiration of the term of this Extension and the expiration of any additional term(s), the City shall have the right to modify the Lease fee for the additional term(s).
- Utilities. Lessee will pay one-quarter (1/4) of the total utility expenses for the Explore Tahoe Visitor Center, in an amount not to exceed [$10,000] annually. The portion of utility expense shall be re-evaluated in the event a tenant occupies the upstairs office space during the term of this Extension.
- Phone/Internet/Cable. Lessee agrees to pay for telephone, internet, and cable for the Leased Premises and all hardware associated with such services.

Financial Implications: In lieu of rent fees, Explore Tahoe will deliver general visitor services, including distribution of information on recreation, environment, history, arts and culture in and around the Tahoe Basin. Explore Tahoe will use of closet space for storage and conduct administrative activities and like activities restricted to the downstairs floor of Explore Tahoe Visitor Center.

Environmental Considerations: The proposal action is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (Existing Facilities) because the work done under the Agreement would consist of program provision and light maintenance, repair or minor alteration of existing public facilities involving negligible or no expansion of existing or former use.

Policy Implications: Entering into a Lease Agreement extension with Lake Tahoe Visitors Authority for the purpose of providing general visitor services supports the City Strategic Plan Priorities 2 – Recreation & Equitable Access & 3 – Community for All – Arts and Culture Program.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of November 13, 2018 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Lake Tahoe Visitor Authority** ("Lessee").

RECITALS

1. The City owns the Explore Tahoe Visitor Center located at 4114 Lake Tahoe Blvd in South Lake Tahoe, California ("Property").

2. Lessee's primary service is providing visitor information in South Lake Tahoe.

3. Lessee desires to lease the first floor of the Property ("Leased Premises") for the purpose of furthering visitor outreach services.

4. Lessee has the staff and expertise to provide staffing for Explore Tahoe Visitor Center.

5. Both parties agree that in lieu of paying rent for use of the Leased Premises, Lessee will provide visitor services staffing and pay a portion of the utilities for the Property and bear custodial services costs for the Leased Premises as set forth herein.

AGREEMENT

1. Scope and Purpose of Lease. Subject to the provisions herein, the City hereby grants a lease to Lessee for the following purpose(s): Delivery of general visitor services, including distribution of information on recreation, environment, history, arts and culture in and around the Tahoe Basin, use of closet space for storage and administrative activities and like activities restricted to the downstairs floor of Explore Tahoe Visitor Center. Lessee agrees not to use the Leased Premises for any unauthorized or illegal purpose, or to permit any other unpermitted activity within or from the Leased Premises. Lessee agrees that it shall only be entitled to use the Leased Premises for the uses and activities outlined in the Lease. Lessee agrees not to conduct or permit to be conducted, any public or private nuisance in, on or from the Leased Premises. Lessor retains the right to approve or disapprove any additional services which go beyond the purpose(s) listed above.

2. The Leased Premises. The property being leased is more specifically identified in **Exhibit A,** attached hereto and incorporated herein by reference, and consists of the first floor of the Explore Tahoe Visitor Center, 4114 Lake Tahoe Blvd, South Lake Tahoe, CA 96150. Tenant acknowledges that it shall accept the Leased Premises in its "AS IS" condition, without representation, warranty or any improvements by the City. The City makes no representations or warranties with respect to this Lease, the Leased Premises, the Property, or with respect to any matter related thereto, other than as expressly set forth in this Lease.

3. Term of Lease. The term of this Lease shall commence on the date set forth above and

shall continue for five years unless terminated earlier by either party in accordance with Section 7 below.

Upon the end of the term of this Lease, as provided herein, or any extension thereof, or sooner termination of this Lease, Lessee shall surrender to City the Leased Premises, together with all improvements except as herein above provided in good condition, reasonable wear and tear excepted.

In the event Lessee holds over the term of this Lease with the consent of the City, such holding over shall be deemed a tenancy from month-to-month, subject to all other provisions of this Lease.

4. Lease Fee. Upon execution of this Lease, Lessee agrees to abide by the Explore Tahoe Visitor Center Labor in Lieu Agreement as set forth in **Exhibit B** attached hereto and incorporated herein by reference.

    a. Extension of Lease Term. In the event the parties agree to extend the term of this Lease, Lessee agrees to honor the Explore Tahoe Visitor Center Labor in Lieu Agreement unless modified by agreement of both parties. Upon expiration of the term of this Lease and at the expiration of any additional term(s), the city shall have the right to modify the Lease fee for the additional term(s).

    b. Utilities.
    Lessee will pay one-quarter (1/4) of the total utility expenses for the Explore Tahoe Visitor Center, in an amount not to exceed $5,000.00 annually. The portion of utility expense shall be re-evaluated in the event a tenant occupies the upstairs office space during the term of the Lease.

    c. Phone/Internet/Cable.
    Lessee agrees to pay for telephone, internet and cable for the Leased Premises and all hardware associated with such services.

5. Expenses of Lessee. In addition to the Explore Tahoe Visitor Center Labor in Lieu Agreement, Lessee shall pay the costs and expenses listed below:

    a. Maintenance and Repairs.
    As part of the consideration for this Lease, Lessee agrees to assume full responsibility for the custodial services of the Leased Premises, including snow and ice removal at points of ingress and egress, without expense to the City, in order to preserve and maintain the Leased Premises in a good, safe, healthy and sanitary condition satisfactory to the City and in compliance with all applicable laws.

    The City shall be responsible for any maintenance or repair of real property fixtures and equipment including painting, flooring, plumbing, windows and glass, HVAC systems, foundation, structure, electrical, and roof. Notwithstanding, the City shall not be required at any time to maintain or make any improvements or repairs on or for the benefit of the Leased Premises. Lessee shall be responsible for repair any area damaged by Lessee, Lessee's agents, employees, invitees and visitors whether through active or passive negligence. Should Lessee fail, neglect or refuse to do so,

the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Lessee's account, and the Lessee agrees to promptly reimburse the City for the cost thereof (plus an additional twenty percent (20%) for overhead), provided, however, that the City shall first give Lessee ten (10) days' written notice of its intention to perform such maintenance.

City reserves the right of entry for its employees and agents to inspect the Leased Premises as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the Leased Premises.

Lessee shall be given reasonable notice when any such work may become necessary and will adjust operations to permit City to proceed expeditiously with such work. City shall not be liable to Lessee for injury or damage that may result from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from interruption of Lessee's use of the Leased Premises during any repairs by City. Lessee waives any right to repair the Leased Premises at the expense of City under any applicable law.

b. Lessee shall remove all improvements installed by Lessee upon termination of this Lease without cost to the City, or the improvements will revert to the City, at the City's option. Such option shall only be effective if provided by City in writing to Lessee. All improvements and alterations require prior written approval.

c. Real Estate Taxes. Tenant acknowledges that this Lease may result in a taxable possessory interest. Tenant shall be solely responsible for payment of any real estate taxes associated with its occupancy of the Leased Premises, if any apply.

6. Use. Lessee's right to use the Leased Premises is exclusive, except that the City, its agents, employees and contractors shall have the right to enter the Leased Premises for any purpose that does not unreasonably interfere with the rights granted to Lessee under this Lease. Such purposes may include but are not limited to the City entering to: inspect the Leased Premises; show the Leased Premises to prospective tenants; determine whether Lessee is complying with the Lease Agreement; and make repairs, alterations or improvements.

Lessee hereby acknowledges that its use of the Leased Premises consists of delivery of general visitor services, including distribution of information on recreation, environment, history, arts and culture in and around the Tahoe Basin, use of closet space for storage and administrative activities and like activities restricted to the downstairs floor of Explore Tahoe Visitor Center. Lessee shall not staff or allow more persons in or on the Leased Premises than that permitted by local and/or State code and the South Lake Tahoe Building Official. Lessee at its sole cost shall provide all necessary supplies, equipment, furnishings and personnel necessary for the administration, staffing, operation and maintenance of the Leased Premises.

a. Qualifications on Use.
Lessee's right to use the Leased Premises shall be for delivery of general visitor services and like activities. All other uses shall be considered a breach of this Lease, and shall give the City authority to immediately terminate this Lease, unless however, the Lessee obtains prior written consent from the Lessor no later than 30 days before the commencement of the intended activity.

b. Prior Encumbrances.
This Lease is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Leased Premises. Lessee accepts the Leased Premises in its present condition.

c. Licenses, Permits, etc.
Lessee shall, at Lessee's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction over the Leased Premises and Lessee's use of the Leased Premises; without limiting the generality of the foregoing, Lessee shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Leased Premises for the purposes hereunder. Lessee shall indemnify and save City harmless from and against any claims, penalties, losses, damages or expenses imposed by reason of Lessee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

7. Termination. This Lease may be terminated by City or Lessee at any time for cause or without cause, upon ninety days (90) days written notice of termination.

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

Upon termination, revocation or expiration of this Lease, Lessee shall discontinue the use of the Leased Premises and, upon written notice from City, remove from the Leased Premises all personal property. Lessee shall restore the Leased Premises as nearly as possible to the condition in which they existed immediately prior to the execution of this Lease. Property of Lessee not removed from the Leased Premises within 60 days after the termination, revocation, or expiration of this Lease, shall become the property of the City.

8. Indemnity. Lessee 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 Lease or caused in any way by Lessee's use of the Leased Premises, except for any such claims arising out of the negligence or willful misconduct of the City.

City does not, and shall not, waive any rights against Lessee which it may have by reason

of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Lessee, of any of the insurance policies hereinafter set forth. This hold harmless agreement by Lessee shall apply to all damages and claims for damages, or alleged to have been suffered, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Lessee 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 Lease, and Lessee's use of the Leased Premises pursuant to this Lease.

9. Insurance Requirements.

a. Coverage. Lessee or its contractor, at its own cost and expense, shall procure and maintain, for the duration of this Lease, the following insurance policies which shall protect City, its elective and appointive boards, and officers from any claims for damages for personal injury, including death, and/or property damage, to third parties which may arise from Lessee's operations under this Lease:

i. Workers' Compensation Coverage. Lessee 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, Lessee 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 or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. 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 Lessee for City.

ii. General Liability Coverage. Lessee shall maintain commercial general liability insurance or its equivalent, in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. 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 Lease or the general aggregate limit shall be at least twice the required occurrence limit.

Such insurance shall identify City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising from Lessee's operations under this Lease.

This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess

insurance only and shall not contribute with it.

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

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

b. Endorsements. Any commercial insurance policies shall be placed with insurers possessing a AM Best's rating of no less than A-:VII. No policies of insurance carried by Lessee shall be canceled, except after thirty (30) days written notice to the City Attorney.

c. Deductibles and Self-Insured Retentions. Lessee shall maintain any deductibles or self-insured retentions at a maximum of five thousand dollars ($5,000.00). Any insurance policies with deductibles greater than five thousand dollars ($5,000.00) must be declared to and approved by City. At City's option, Lessee shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Lessee shall provide certificates of insurance to City as evidence of the insurance coverage required herein, at the inception of this Agreement. Lessee shall not commence operations under this Agreement until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Lessee allow any sublessee or subcontractor to commence operations until all similar insurance required of the sublessee or subcontractor has been so obtained and approved prior to the expiration of any such policy. Prior to expiration of any such policy, a certificate showing that such insurance has been renewed shall be delivered to City. City shall be given notice if such insurance coverage is canceled or reduced, and a replacement certificate shall be filed with City showing that the required insurance has been reinstated or provided through another insurance company.

10. Parking. Parking for two vehicles at the Leased Premises will be allowed. Additional paid parking is available at Lessee expense.

11. Hazardous Materials. Lessee, its Agents, Employees and contractors, at all times, shall keep the Leased Premises and common areas free of Hazardous Materials (as hereinafter defined). Lessee shall not use, generate, manufacture, store, release, or dispose of Hazardous Materials in, on, or about the Leased Premises or the Common Areas. "Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 USC Sec,. 9601, et seq.; the hazardous Materials Transportation Act, 49

USC 1801 1 et seq.; the Resource Conservation and Recovery Act, 42 uses Sec. 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code and in the regulations adopted and publications promulgated pursuant to said laws.

12. Notices. Any notice required to be given under this Lease 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 Manager
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 Lessee:
President and CEO
Lake Tahoe
Visitor
Authority
PO Box 5878
Stateline, NV 89449

13. Assignment and Subleasing. This Lease is personal to Lessee. As such, Lessee has no right to assign this Lease in whole or in part or sublease the Leased Premises in whole or in part. Lessee may not grant concessions in or upon the Leased Premises without the prior written approval of the City. Neither this Lease nor any interest in this Lease shall be assignable without the prior written consent of City.

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

15. Dispute Resolution. Any dispute concerning this Lease will be first submitted to the City Manager or his/her 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.

16. Controlling Law Venue. This Lease 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.

17. Equal Opportunity Employment. Lessee represents that it is an equal opportunity employer and it shall not discriminate against any 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.

18. Americans with Disabilities Act. By signing this Agreement, Lessee 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. Lessee does not accept any liability under the ADA regarding the construction of the Leased Premises.

19. Amendments. This Lease may be modified or amended only by a written document executed by both Lessee and City and approved as to form by the City Attorney.

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

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

22. Execution. This Lease 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 Lease, it shall not be necessary to produce or account for more than one such counterpart.

23. Time is of the Essence. Time is of the essence for this Lease.

24. Authority to Enter into Lease. Lessee has all requisite power and authority to execute, deliver, and perform under this Lease t. Each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to make this Lease and to bind each respective party.

25. Non-Discrimination. Tenant shall not discriminate against or segregate any person or class of persons by reason of sex, color, race, religion or national origin. If the use

provided in this Lease allows Tenant to offer accommodations or services to the public, such accommodations or services shall be offered by Tenant to the public on fair and reasonable terms.

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

CITY OF SOUTH LAKE TAHOE:

By Wendy David
Wendy David, Mayor

Lake Tahoe Visitor Authority:

By Signed in counterpart
Carol Chaplin, President & CEO

APPROVED AS TO FORM:

By
Heather Stroud, City Attorney

ATTEST:

By
Sue Blankenship,

Assistant City Clerk

Attachments:

Exhibit A - Description of the Leased Premises
Exhibit B- Explore Tahoe Visitor Center Labor in Lieu Agreement

provided in this Lease allows Tenant to offer accommodations or services to the public, such accommodations or services shall be offered by Tenant to the public on fair and reasonable terms.

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

CITY OF SOUTH LAKE TAHOE:

By signed in counterpart
Wendy David, Mayor

Lake Tahoe Visitor Authority:

By
Carol Chaplin, President & CEO

APPROVED AS TO FORM:

By signed in counterpart
Heather Stroud, City Attorney

ATTEST:

By signed in counterpart
Sue Blankenship,

Assistant City Clerk

Attachments:

Exhibit A - Description of the Leased Premises
Exhibit B- Explore Tahoe Visitor Center Labor in Lieu Agreement

EXHIBIT A

DESCRIPTION OF THE LEASED PREMISES

The Leased Premises consist of the first floor of the Explore Tahoe Visitor Center located at 4114 Lake Tahoe Blvd, South Lake Tahoe, CA 96150, and more particularly depicted below.

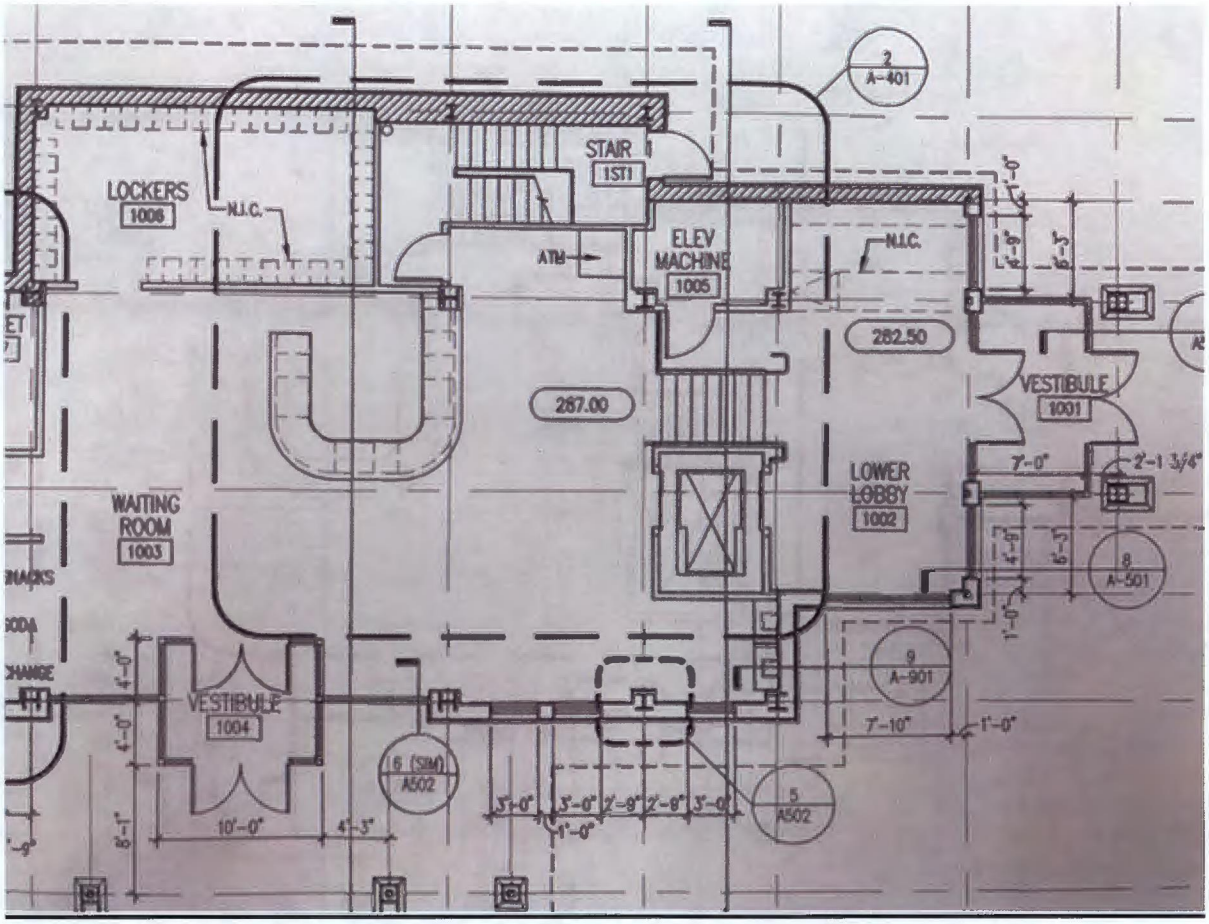


EXHIBIT B

LABOR IN LIEU AGREEMENT

It is hereby agreed by and between the **City of South Lake Tahoe,** a municipal corporation ("City") and **Lake Tahoe Visitor Authority** ("Lessee") as follows:

1. In lieu of rent for the Leased Premises, Lessee agrees to provide, at no cost to the City, full staffing of the facility a minimum of 340 days/year. The hours worked shall generally be 8am to 5pm based on seasonal needs and shall include weekends and holidays.
2. Said labor shall be sufficiently trained by the Lessee as docents and marketers in an effort to provide a quality experience to visitors of Explore Tahoe Visitor Center.
3. Lessee shall provide insurance and worker's compensation to its staff working at the Leased Premises as any other employee of the Lessee and Lessee's staff working at the Leased Premises shall not be employees, volunteers, or contractors of the City.
4. This agreement shall run coterminous with the Lease and is a specific obligation of the Lease. Failure of Lessee to provide the labor for the hours required shall be a default condition under the Lease.

EXHIBIT B

Utilities for Stateline Transit Center/ Explore Tahoe

4114 Lake Tahoe Blvd

October 2015- Present (Sept 2018)

2017-18	Gas	Water	Electric	Total
Sept-18	17.00	2732.52	1258.29	4007.81
Aug-18	11.00		1332.75	1343.75
Jul-18	11.00		1053.14	1064.14
Jun-18	38.85	2137.68	751.44	2927.97
May-18	183.07		842.55	1025.62
Apr-18	1608.39		1257.78	2866.17
Mar-18	4153.83	2271.08	1588.68	8013.59
Feb-18	2073.94		1326.44	3400.38
Jan-18	589.45		1360.44	1949.89
Dec-17	543.96	3283.18	1460.39	5287.53
Nov-17	129.96		960.2	1090.16
Oct-17	51.83		874.8	926.63
Total 17-18	$9,412.28	$10,424.46	$14,066.90	$33,903.64

2016-17	Gas	Water	Electric	Total
Sept-17	11.00	2285.58	856.49	3153.07
Aug-17	11.00		983.90	994.90
Jul-17	22.10		1095.00	1117.10
Jun-17	54.21	2110.22	786.34	2950.77
May-17	556.13		860.42	1416.55
Apr-17	1519.44		1181.41	2700.85
Mar-17	4807.25	2180.94	1432.39	8420.58
Feb-17	6866.69		1577.61	8444.3
Jan-17	7828.51		1705.43	9533.94
Dec-16	2826.15	2253.02	1202.69	6281.86
Nov-16	83.91		984.25	1068.16
Oct-16	34.41		723.35	757.76
Total 16-17	$24,620.80	$8,829.76	$13,389.28	$46,839.84

2015-16	Gas	Water	Electric	Total
Sept-16	0	0	0	0
Aug-16	0	0	0	0
Jul-16	0	0	0	0
Jun-16	32.74	1146.16	717.29	1896.19
May-16	379.85		862.91	1242.76
Apr-16	326.17		990.33	1316.5
Mar-16	2347.92	1162.8	1148.08	4658.8
Feb-16	3058.16		1196.61	4254.77
Jan-16	7500.42		1528.86	9029.28
Dec-15	5098.09	1224.24	1610.1	7932.43
Nov-15	2613.66		1077.21	3690.87
Oct-15	11.00		858.92	869.92
Total 15-16	$21,368.01	$3,533.20	$9,990.31	$34,891.52

Aggregate Totals	Gas	Water	Electric	Combined
	$55,401.09	$22,787.42	$37,446.49	$115,635.00

N:\Explore Tahoe

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2018

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 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: Andrea Annand
A to Z Insurance Services, LLC 3331 Sandy Way South Lake Tahoe CA 96150	PHONE (A/C, No, Ext): (530)541-5300 FAX (A/C, No): E-MAIL ADDRESS: andrea@atozins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Hartford Insurance Co. — 11452
INSURED Lake Tahoe Visitors Authority P.O. Box 5878 Stateline NV 89449	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1762929110 **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: X POLICY PRO-JECT LOC OTHER:	X		53SBAUS8007	7/1/2018	7/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		53SBAUS8007	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		53SBAUS8007	7/1/2018	7/1/2019	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		53WECTR4242	7/1/2018	7/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of South Lake Tahoe, it's elected or appointed officers, officials, employees, agents and volunteers are to be listed as additional insureds. Primary wording applies. Location address 4114 Lake Tahoe Blvd. South Lake Tahoe, CA 96150.

CERTIFICATE HOLDER

City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA 96150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea Annand/ATZ

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EXTENSION OF LEASE AGREEMENT

This Extension of Lease Agreement ("Extension") is entered into this 7th day of November, 2023 by and between the City of South Lake Tahoe, a municipal corporation (“City”) and Lake Tahoe Visitors Authority, a Nevada nonprofit cooperative corporation (“Lessee”).

RECITALS

A. WHEREAS, the City owns the Explore Tahoe Visitor Center located at 4114 Lake Tahoe Boulevard, South Lake Tahoe (the “Property”).

B. WHEREAS, on November 18, 2018, the City and Lessee entered into a Lease Agreement (“Lease”) with a term of 5 years for Lessee to lease the first floor of the Property (“Leased Premises”) for the purpose of providing visitor information in South Lake Tahoe, with rent waived based on the benefit this service provides to the City.

C. WHEREAS, since the Lease was executed, the Surplus Lands Act was amended to apply to certain leases of City property, but exempts leases of land such as this Lease and Extension, where no development or demolition will occur on the Property or Leased Premises, and further, the use of the Leased Premises for providing visitor information is “agency use” as defined in Section 102(d) of the Department of Housing and Community Development’s Surplus Land Act Guidelines, dated April 2021, such that the Leased Premises is not “surplus land” as defined in Section 102(x) and is not subject to the Surplus Land Act’s requirements.

D. WHEREAS, the City and Lessee desire to extend the Lease for another five (5) year term on substantially the same terms as the Lease.

NOW, THEREFORE, the City and Lessee do hereby agree as follows:

AGREEMENT

1. Term of Extension. Pursuant to Section 3 of the Lease, the City and Lessee agree to extend the term of the Lease for five (5) years. The term of this Extension shall continue until November 12, 2028, unless terminated earlier by either party in accordance with Section 7 of the Lease.

2. Lease Fee. Section 4 (Lease Fee) of the Lease shall be amended to read as follows:

   Upon execution of this Extension, Lessee agrees to abide by the Explore Tahoe Visitor Center Labor in Lieu Agreement as set forth in Exhibit B to the Lease (as amended by this Extension) and incorporated herein by reference.

a. Extension of the Lease Term. In the event the parties agree to extend the term of the Lease through a subsequent extension, Lessee agrees to honor the Explore Tahoe Visitor Center Labor in Lieu Agreement unless modified by agreement of both parties. Upon expiration of the term of this Extension and the expiration of any additional term(s), the City shall have the right to modify the Lease fee for the additional term(s).

b. Utilities. Lessee will pay one-quarter (1/4) of the total utility expenses for the Explore Tahoe Visitor Center, in an amount not to exceed [$10,000_____] annually. The portion of utility expense shall be re-evaluated in the event a tenant occupies the upstairs office space during the term of this Extension.

c. Phone/Internet/Cable. Lessee agrees to pay for telephone, internet, and cable for the Leased Premises and all hardware associated with such services.

3. Notices. Section 12 (Notices) of the Lease shall be amended to read as follows:

Any notice required to be given under this Lease 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 received within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

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

If to Lessee:
President and CEO
Lake Tahoe Visitors Authority
P.O. Box 5878
Stateline, NV 89449

4. Utilities for Stateline Transit Center/Explore Tahoe. Exhibit B is amended to include updated utility cost information, as attached hereto. There are no changes to the Labor in Lieu Agreement.

5. No Other Changes to Terms of Lease. Except as set forth in this Extension, there are no other changes to the terms of the Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Extension on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: _____
Cristi Creegan, Mayor

LAKE TAHOE VISITORS AUTHORITY

By: _____
Carol Chaplin, President and CEO

APPROVED AS TO FORM

By: _____
Heather Stroud, City Attorney

Exhibit B

Utility Cost Information

Utilities for Stateline Transit Center/Explore Tahoe
4114 Lake Tahoe Blvd
October 2018 - Present (Sept. 2023)

FY 2018-2019	Gas	Water	Electric	Total
Oct-18	$ 17.00		$ 814.35	$ 831.35
Nov-18	$ 242.38		$ 1,053.39	$ 1,295.77
Dec-18	$ 3,080.51	$ 3,331.40	$ 1,517.80	$ 7,929.71
Jan-19	$ 2,060.79		$ 1,425.94	$ 3,486.73
Feb-19	$ 2,630.09		$ 1,237.38	$ 3,867.47
Mar-19	$ 771.26	$ 2,302.36	$ 1,217.87	$ 4,291.49
Apr-19	$ 604.88		$ 985.54	$ 1,590.42
May-19	$ 64.88		$ 928.14	$ 993.02
Jun-19	$ 99.42	$ 2,210.99	$ 921.62	$ 3,232.03
Jul-19	$ 11.00		$ 804.26	$ 815.26
Aug-19	$ 17.00		$ 836.84	$ 853.84
19-Sep	$ 21.50	$ 3,014.09	$ 889.02	$ 3,924.61
Total FY 18-19	**$ 9,620.71**	**$ 10,858.84**	**$ 12,632.15**	**$ 33,111.70**

FY 2019-2020	Gas	Water	Electric	Total
19-Oct	$ 128.44		$ 1,006.39	$ 1,134.83
19-Nov	$ 94.27		$ 1,117.24	$ 1,211.51
19-Dec	$ 2,322.41	$ 3,330.89	$ 1,560.61	$ 7,213.91
20-Jan	$ 2,312.85		$ 1,747.64	$ 4,060.49
Feb-20	$ 1,503.40		$ 1,546.65	$ 3,050.05
Mar-20	$ 1,534.22	$ 2,173.90	$ 1,402.30	$ 5,110.42
Apr-20	$ 1,362.00		$ 1,152.43	$ 2,514.43
May-20	$ 99.09		$ 863.09	$ 962.18
Jun-20	$ 79.32	$ 2,212.88	$ 834.14	$ 3,126.34
Jul-20	$ 20.41		$ 898.37	$ 918.78
Aug-20	$ 11.00		$ 955.03	$ 966.03
Sep-20	$ 11.00	$ 2,872.84	$ 882.27	$ 3,766.11
Total FY 19-20	**$ 9,478.41**	**$ 10,590.51**	**$ 13,966.16**	**$ 34,035.08**

FY 2020-2021	Gas	Water	Electric	Total
Oct-20	$ 11.00		$ 592.33	$ 603.33
Nov-20	$ 992.21		$ 939.48	$ 1,931.69
Dec-20	$ 1,739.06	$ 3,568.94	$ 1,148.93	$ 6,456.93
Jan-21	$ 3,806.34		$ 1,241.41	$ 5,047.75
Feb-21	$ 3,001.21		$ 1,572.60	$ 4,573.81
Mar-21	$ 2,016.46	$ 1,898.52	$ 1,364.49	$ 5,279.47
Apr-21	$ 196.90		$ 1,252.76	$ 1,449.66
May-21	$ 121.81		$ 1,192.91	$ 1,314.72
Jun-21	$ 41.27	$ 1,775.26	$ 1,079.70	$ 2,896.23
Jul-21	$ 17.00		$ 1,524.47	$ 1,541.47
Aug-21	$ 11.00		$ 1,411.87	$ 1,422.87

Sep-21	$ 11.00	$ 1,920.13	$ 993.51	$ 2,924.64
Total FY 20-21	**$ 11,965.26**	**$ 9,162.85**	**$ 14,314.46**	**$ 35,442.57**

FY 2021-2022	Gas	Water	Electric	Total
Oct-21	$ 67.43		$ 2,030.67	$ 2,098.10
Nov-21	$ 825.06		$ 1,176.57	$ 2,001.63
Dec-21		$ 2,126.37	$ 2,117.83	$ 4,244.20
Jan-22	$ 607.03		$ 2,269.55	$ 2,876.58
Feb-22	$ 11,130.24		$ 1,718.26	$ 12,848.50
Mar-22	$ 1,443.39	$ 1,849.65	$ 1,805.03	$ 5,098.07
Apr-22	$ 461.38		$ 1,475.29	$ 1,936.67
May-22	$ 806.69		$ 1,327.75	$ 2,134.44
Jun-22	$ 92.91	$ 1,776.10	$ 1,110.80	$ 2,979.81
Jul-22	$ 11.00		$ 1,050.08	$ 1,061.08
Aug-22	$ 11.00		$ 1,588.08	$ 1,599.08
Sep-22	$ 11.00	$ 1,997.73	$ 1,258.34	$ 3,267.07
Total FY 21-22	**$ 15,467.13**	**$ 7,749.85**	**$ 18,928.25**	**$ 42,145.23**

FY 2022-2023	Gas	Water	Electric	Total
Oct-22	$ 11.00		1,452.10	$ 1,463.10
Nov-22	$ 10,155.89		1,133.31	$ 11,289.20
Dec-22	$ 481.46	$ 2,122.61	1,778.28	$ 4,382.35
Jan-23	$ 8,517.74	$ 691.75	2,067.41	$ 11,276.90
Feb-23	$ 12,455.81	$ 642.49	2,118.96	$ 15,217.26
Mar-23	$ 17,931.65	$ 641.82	2,576.20	$ 21,149.67
Apr-23	$ 5,947.17	$ 646.03	2,136.54	$ 8,729.74
Jun-23	$ 94.18	$ 673.09	1,380.32	$ 2,147.59
May-23	$ 257.35	$ 828.00	1,072.57	$ 2,157.92
Jul-23	$ 26.57	$ 816.89	1,494.60	$ 2,338.06
Aug-23	$ 11.00	$ 824.98	1,756.16	$ 2,592.14
Sep-23	$ 58.68			$ 58.68
Total FY 22-23	**$ 55,948.50**	**$ 7,887.66**	**$ 18,966.45**	**$ 82,802.61**

Aggregate	Gas	Water	Electric	Combined
Totals	**$ 102,480.01**	**$ 46,249.71**	**$ 78,807.47**	**$ 227,537.19**
Average	$ 20,496.00	$ 9,249.94	$ 15,761.49	$ 45,507.44
25%	$ 5,124.00	$ 2,312.49	$ 3,940.37	$ 11,376.86

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #: 19

Agenda Item: Agreement with Tahoe Regional Planning Agency to accept $30,000 for Environmental Analysis for Tahoe Valley Area Plan, Tourist Core Area Plan, and General Plan Amendments

Executive Summary: The Tahoe Regional Planning Agency (TRPA) received a Regional Early Action Planning Grant from the California Department of Housing and Community Development for transformative planning and implementation activities in the amount of $604,134.15. TRPA has set aside approximately $230,000 of the funding to assist local jurisdiction in preparing or amending their area plans. Each local jurisdiction can request up to $76,666 for use in their planning efforts. City staff has requested $30,000 to assist in preparing the required environmental analysis for the forthcoming Area Plan and General Plan Amendments.

Requested Action / Suggested Motions: Pass a Resolution accepting $30,000 in REAP 2.0 funds from the Tahoe Regional Planning Agency, amending the 2023-2024 Fiscal Year General Plan account revenues and expenses budget, and authorizing and directing the Mayor to execute an agreement with the Tahoe Regional Planning Agency.

Responsible Staff Member: John Hitchcock, Planning Manager

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

Attachments:

01-Staff Report-TRPA Funding.docx
02 - Resolution to Appropriate Funds.docx
03 - Agreement with TRPA (Exh. A to Reso.).pdf

City of South Lake Tahoe
Report to
City Council

Meeting Date: November 7, 2023

Title: Acceptance of $30,000 from Tahoe Regional Planning Agency to fund the Area Plan and General Plan Amendments Environmental Analysis.

Location: Citywide

Responsible Staff Member: John Hitchcock, Planning Manager (530) 542-7472

Background: In March of this year, TRPA was awarded a California Regional Early Action Planning (REAP) 2.0 Metropolitan Planning Organization (MPO) allocation in the amount of $604,134.15. The grant funding aims to analyze and update TRPA's density, height, coverage, and related regulations and programs to incentivize multi-family development and ADUs, particularly deed-restricted affordable, moderate, and "achievable" housing.

Tasks to be funded include:

- Financial feasibility study to determine the development standards needed;
- Community engagement and capacity building, including visualization and mapping;
- Develop updated policies and codes;
- Environmental analysis;
- Consideration of updated policies and codes for approval by the TRPA Governing Board and committees

TRPA has nearly completed the TRPA-focused elements and anticipates having approximately $230,000 of funding remaining that is not committed to other needs. TRPA has made this funding available to local jurisdictions using an even split of the funds to complete Area Plan updates. With the split, there is $76,666 available for City use.

Issue and Discussion: On October 10, 2023, City staff responded to TRPA's solicitation requesting funding for preparing the environmental analysis required for the proposed amendments to the Tourist Core Area Plan, Tahoe Valley Area Plan, and the General Plan.

The amendments are necessary for greater consistency with recently amended TRPA regulations, state regulations, and City goals, as well as increasing housing opportunities and community equity in appropriate areas.

Financial Implications: Planning staff will manage the contract, invoicing TRPA monthly, and ensure that the budget does not exceed $30,000. The contract ends June 30, 2025.

Environmental Considerations: Entering into a contract with TRPA is statutorily exempt from review under the California Environmental Quality Act (CEQA) 15262 (feasibility and planning studies).

The amendments to the Tourist Core and Tahoe Valley Area Plans and the General Plan will be subject to CEQA review, which is part of the scope of work for this professional services agreement. An Initial Study and an Addendum to an EIS are envisioned to be the appropriate environmental document for evaluating the impacts of the proposed amendments.

Policy Implications: Amending the Areas Plans and the General Plan is consistent with the following General Plan policies:

Policy LU-1.2 Smart Growth: The City shall implement Smart Growth principles to create walkable, mixed-use centers, compact and complete neighborhoods, and enhanced gateways and places. Smart Growth Principles include:

- *Creating a range of housing opportunities and choices*
- *Creating walkable neighborhoods*
- *Encouraging community and stakeholder collaboration*
- *Fostering distinctive, attractive communities with a strong sense of place*
- *Making development decisions predictable, fair, and cost-effective*
- *Providing a mix of land uses*
- *Preserving open space, natural beauty, and critical environmental areas*
- *Providing a variety of transportation choices*
- *Strengthening and directing development to existing communities*
- *Taking advantage of compact building design*

Policy LU-2.2 Community Plan Preparation, Adoption, and Implementation: The City shall periodically update and implement the four Community Plans as a way to focus development commodities and revitalization efforts.

Policy LU-2.8 Community Plan Incentives: The City shall provide permit streamlining, commodity increases, coverage increases, and other similar incentives to encourage implementation of General Plan goals and policies.

Policy LU-5.3 Commercial Center Enhancement: The City shall encourage the upgrade and/or expansion of existing commercial centers, including: improvements to parking and landscaping areas; redesigns to accommodate bicycle, pedestrians, and transit facilities; and remodeling to include "green" technology and improve energy efficiency.

Policy LU-11.2 Equal Public Participation: The City shall ensure that all community residents have meaningful opportunities to participate in the decision-making process.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Accept California Regional Early Action Planning 2.0 (REAP) funds from the Tahoe Regional Planning Agency (TRPA) in the amount of $30,000 and amend the adopted 2023-2024 Fiscal Year Budget to accept revenues and expenses to fund a Professional Services Agreement for preparing an environmental analysis for the Area Plans and General Plan Amendments.

BACKGROUND

A. In March of this year, TRPA was awarded a California Regional Early Action Planning (REAP) 2.0 Metropolitan Planning Organization (MPO) allocation in the amount of $604,134.15. The grant funding aims to analyze and update TRPA's density, height, coverage, and related regulations and programs to incentivize multi-family development and ADUs, particularly deed-restricted affordable, moderate, and "achievable" housing.

B. TRPA has nearly completed the TRPA-focused elements and anticipates having approximately $230,000 of funding remaining that is not committed to other needs. TRPA has made this funding available to local jurisdictions using an even split of the funds to complete Area Plan updates.

C. On October 10, 2023, City staff responded to TRPA's solicitation requesting funding for preparing the environmental analysis required for the proposed amendment to the Tourist Core Area Plan, Tahoe Valley Area Plan, and the General Plan.

D. The City of South Lake Tahoe desires to enter into a Professional Services Agreement with TRPA to accept $30,000 and amend the adopted 2023-2024 Fiscal Year Budget to accept revenue and expenses for preparing an environmental analysis for the Area Plans and General Plan Amendments.

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

1. Resolves that the above recitals are true and a substantive part of this Resolution.

2. Accepts #30,000 in REAP funds from TRPA.
3. Directs the Finance Director to amend FY 2023-2024 budget in the General Plan account 270-03710 to prepare an environmental analysis for the Area Plans and General Plan Amendments, as follows:
   33320 Other Local Grants $30,000
   42025 Contract Services $30,000
4. Authorizes and directs the Mayor to execute the agreement with TRPA which is attached hereto as Exhibit A.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, 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.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 7th day of November 2023 (the "Effective Date") by and between the Tahoe Regional Planning Agency, a bi-state regional planning agency created by Public Law 96-551 (1980) (hereinafter the "TRPA"), and City of South Lake Tahoe, a California municipal corporation (hereinafter the "City"). TRPA and the City are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The City is preparing amendments to several area plans and the City General Plan, and is preparing the environmental analysis for these plan amendments for submittal to TRPA, as hereinafter described on the terms and conditions set forth herein.

B. TRPA desires to assist the City's efforts to prepare the environmental analysis for the plan amendments with a financial contribution of $30,000 from REAP grant funds as hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TRPA and the Consultant agree as follows:

OPERATIVE PROVISIONS

SECTION I

ENGAGEMENT AND SERVICES OF THE CITY

1. Engagement of City. TRPA hereby engages the City, subject to the terms and conditions set forth in this Agreement, to perform the services and provide products as set forth in Exhibit "A" (the "Services and Products"). The City agrees to perform the Services and provide Products in accordance with the terms and conditions of this Agreement.

2. The City's Personnel. The City shall provide adequate and experienced administrative and management personnel to perform the services, which may include subcontracting with a consultant to perform some or all of the Services and Products.

3. The City's Responsibilities for Costs and Expenses. The City shall be responsible for all costs and expenses incurred relative to the City, personnel of the City, and subcontractors of the City, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

SECTION II

RESPONSIBILITIES OF THE CITY

1. Personnel. The Services shall be performed by the City or under its supervision. The City represents that it possesses the professional and technical personnel required to perform the Services. TRPA retains the City on an independent contractor basis and the City is not an employee of TRPA. The personnel performing the Services on behalf of the City shall at all times be under the City's exclusive direction and control. The City shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with their performance of the Services and other amounts due such personnel in connection with their performance of Services. The City shall also be responsible for all reports and documentation required for its employees.

2. Cooperation/Project Administrator. The City shall work closely and cooperate fully with TRPA's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. The Project Administrator will administer this Agreement. The Project Administrator, or his/her designee, shall be the principal officer of the TRPA, for liaison with the Consultant, and shall review and give approval to the details of the Services as they are performed. The TRPA designates Karen Fink, Housing and Community Revitalization Program Manager, as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to the Consultant.

3. Project Manager. The City shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services. The Project Manager shall be available to the TRPA at all reasonable times. The City designates John Hitchcock, Planning Manager, to be its Project Managers.

4. Time of Performance. The Products to be provided and Services to be performed by the City under and pursuant to this Agreement shall be conducted in accordance with the timetables contained in ‘Exhibit B’.

5. Report Materials. At the completion of the Services and upon delivery of Products, the City shall deliver to the TRPA all documents, catalogs, quotes, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the City, or prepared by others for the use and/or benefit of the City, or otherwise provided to the City by the TRPA or by others under this Agreement (the "Report Materials").

6. TRPA Policy. The City shall discuss and review all matters relating to the provision of Products and Services with the Project Administrator in advance of all critical decision points in order to ensure that the Services are provided and Products are delivered in a manner consistent with the goals and policies of the TRPA.

7. Conformance to Applicable Requirements. All aspects of the provision of Products and Services by the City shall at all times conform to applicable city, county, state, and federal requirements and be subject to approval of the Project Administrator and TRPA.

8. Mutual Indemnification. The City shall indemnify, defend and hold harmless TRPA, its officers, employees, and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the negligence or willful misconduct under this Agreement by the City, or its agents, employees, or subcontractors.

   TRPA shall indemnify, defend and hold harmless the City, its officers, employees, and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the negligence or willful misconduct under this Agreement by TRPA, or its agents, employees, or subcontractors.

9. Standard of Care; Licenses. The City represents and warrants that it and all personnel engaged in providing Products and performing Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. The City shall provide Products and perform the Services in a skillful and competent manner. The City represents and warrants that it and all personnel engaged in providing Products and performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The City further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

10. Insurance. The City is self-insured for general liability claims including public errors and omissions, bodily injury/property damage, personal injury, and auto liability up to $250,000 and will provide to TRPA evidence of coverage over that amount at TRPA's request.

11. Prohibition Against Assignment.

    The City shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly, or indirectly by operation of law, without the prior written consent of the TRPA. Any attempt to do so without the prior written consent of the TRPA shall be null and void, and any assignee, sublesee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

12. Progress. The City is responsible to keep the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Products and the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the provision of Products and Services or relative to this Agreement.

13. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the provision of Products and Services shall be made without prior written consent of the TRPA.

14. Scheduling. The City shall generally have no obligation to work any particular schedule, provided the City will coordinate with the TRPA in achieving the results sought under the terms of this Agreement.

15. No Set Hours/Right to Contract. The City's obligation hereunder is to complete the Services and to meet any deadlines set forth therein for the provision of Products. Except as provided herein, the City has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, the City retains the right to contract for similar Services with any other entity, public or private.

16. Results. The TRPA agrees that it will have no right to control or direct the details, manner, or means by which the City accomplishes the results of the Services performed hereunder.

SECTION III

RESPONSIBILITIES OF TRPA

1. Compensation. In consideration of the provision of Products and performance by the City of the Services, the TRPA shall pay to the City the amount/amounts as quoted and set forth in Exhibit "B" (the "Compensation").

2. Extra Work. The City shall not receive additional Compensation for any extra work or Products provided unless such extra work or provision of Products has been authorized by the TRPA as an amendment to this Agreement prior to the commencement of the extra work. The TRPA shall pay the City for extra work and/or products in accordance with the schedule set forth on Exhibit "B".

3. Invoicing. The City shall submit invoices to the TRPA on a monthly or on such other basis as set forth in Exhibit “B.” 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.

4. Payment to Consultant. TRPA shall make payments to the City within thirty (30) days following the date of receipt of the invoice unless TRPA disputes the amount of the Compensation the City claims it is owed under this Agreement. Payments shall be made on the basis of estimated task costs set forth in Exhibit “B.”

5. Withholding.

   A. Disputed Sums. The TRPA may withhold payment of any portion of the Compensation if payment is disputed until resolution of the dispute with the City. Such withholding by the TRPA shall not be deemed to constitute a failure to pay by the TRPA. The City shall not discontinue the provision of Products or performance of Services for a period of thirty (30) days from the date Compensation is withheld hereunder. The City shall have an immediate right to appeal to the TRPA with respect to withheld amounts. The determination of the TRPA with respect to such matters shall be final. The City shall be entitled to receive interest on any portions of the Compensation withheld which are thereafter deemed to be properly payable to the City at the rate of five percent (5%) per annum, simple interest.

B. Retention. The TRPA shall have the right to retain an amount equal to ten percent (10%) of the Compensation ("Retention"). The Retention shall be released to the City upon final approval and acceptance of the Products and Services by TRPA. The TRPA shall have the right, without further liability to the City, to utilize the Retention to satisfy obligations of the TRPA relative to the Services in the event the Consultant does not complete the Services satisfactory to the TRPA.

SECTION IV

TERMINATION

1. Term of Agreement. This agreement shall be effective and commence as of the date first written above and shall terminate on June 30, 2025, unless terminated earlier as set forth herein.

2. Termination. TRPA may terminate this agreement upon thirty (30) days prior written notice to the City. If the Agreement is so terminated, the City shall be compensated for all completed services rendered up to and including the day of termination.

3. Termination Upon Event of Default. TRPA may immediately terminate this Agreement upon an Event of Default, defined below. Upon a termination of this Agreement, the TRPA shall pay to the City the part of the Compensation which would otherwise be payable to the City with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

4. Events of Default. Each of the following events shall constitute an "Event of Default":

   A. The City fails to observe, perform, or comply with any material term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by the consultant, of such failure to continue uncured for fourteen (14) calendar days after the TRPA gives the City notice of any failure and specified the nature of such failure.

   B. The City commits any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.

5. Budget Contingency Clause
   Funding for this contract is contingent on current and future authorizations from the TRPA Governing Board and/or outside funding sources. If that authorization is removed or not renewed, this Agreement shall be of no further force and effect. In this event, the TRPA shall have no liability to pay any funds whatsoever to the City or to furnish any other considerations under this Agreement and the City shall not be obligated to perform any provisions of this Agreement. TRPA shall have the option to either cancel this Agreement with no liability occurring to the TRPA, pursuant to Section IV. 2 and 3 above or offer an Agreement amendment to the City to reflect the reduced amount.

SECTION V

GENERAL PROVISIONS

1. Nondiscrimination by the City. The City represents and agrees that the City, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin, ancestry, creed, physical disability (including HIV and AIDS), medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
2. TRPA's Rights to Employ Other Consultants. The TRPA reserves the right to employ other consultants in connection with this project.
3. Conflicts of Interest.
   A. The City or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
   B. The City or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
   C. If subject to the Compact or the Act, the City shall conform to all requirements of the Compact or the Act, as required. Failure to do so constitutes a material breach and is grounds for termination by this Agreement by the TRPA.
4. Assignments and Subcontractors. The Consultant may subcontract any portion or all of the Services or provision of Products. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

   To the TRPA: Tahoe Regional Planning Agency
   Attn: Karen Fink
   128 Market Street
   PO Box 5310
   Stateline, NV 89449-5310
   775-589-5258
   kfink@trpa.gov

To the City: City of South Lake Tahoe
Attn: John Hitchcock
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
530-542-7472
jhitchcock@cityofslt.us

Notice shall be deemed received as follows, depending upon the method of transmittal by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

6. Authority to Enter Agreement. The City warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.
7. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
8. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
9. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in California.
10. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
11. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not workdays.
12. Entire Agreement. This Agreement contains the entire agreement of the TRPA and the City and supersedes any prior or written statements or agreements between the TRPA and the City. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
13. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.

14. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. This Agreement may be executed and transmitted by facsimile or other means of electronic communication, which signature shall be binding upon the parties as if they were original signatures.

15. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

16. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.

17. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.

18. Survival. The obligations of the Parties under this Agreement including, without limitation, the obligations set forth in Section II, Paragraph 8 (Mutual Indemnification), and Section II, Paragraph 10 (Insurance), as they relate to the Services, shall survive the termination of expiration of this Agreement.

19. Incorporation of Recitals and Exhibits.

    A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.

    B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.

20. References: All references to the City shall include all personnel, employees, agents, and subcontractors of the City.

21. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). The City shall be responsible to ensure that no funds the City receives from TRPA are paid to any employee or subcontractor in violation of this Act.

22. Certification Regarding Lobbying. The City certifies that no funds received under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of a Member of the Legislature or Congress, or an employee of a Member of the Legislature or Congress.

24. Certification Regarding Debarment and Suspension. The City certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (24)(b) of this Agreement; and

D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause of default.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

TAHOE REGIONAL PLANNING AGENCY

BY: _____ Date: _____
JULIE W. REGAN
EXECUTIVE DIRECTOR

CITY OF SOUTH LAKE TAHOE

BY: _____ Date: _____
CRISTI CREEGAN
MAYOR

APPROVED AS TO FORM

BY: _____ Date: _____
HEATHER L. STROUD
CITY ATTORNEY, CITY OF SOUTH LAKE TAHOE

EXHIBIT A
SERVICES AND PRODUCTS

- CEQA analysis of Area Plan and General Plan Amendments to accelerate infill development, housing choice, supply, and availability, affirmatively further fair housing and reduce vehicle miles travelled consistent with the TRPA's MPO Allocation of the REAP grant (authorized as Task Order #1, not to exceed $30,000)

- Other analysis, code, policy, or program development to accelerate infill development, housing choice, supply, and availability, affirmatively further fair housing and reduce vehicle miles travelled consistent with the TRPA's MPO Allocation of the REAP grant (must be authorized through a separate task order)

EXHIBIT B
COMPENSATION

INVOICES: Invoices shall be submitted on a monthly basis. The City invoice should include an hourly breakdown of staff time, indicating the number of hours attributed to each project and task. The maximum amount of this contract ending June 30, 2025, shall not exceed $30,000.

Invoiced expenses must comply with funder guidelines, available here: Regional Early Action Planning (REAP) Grants of 2021 | California Department of Housing and Community Development.

See also attached *Exhibit C – Funding Agreement* for further details. Additional restrictions may apply.

EXHIBIT C
FUNDING AGREEMENT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
DocuSign Envelope ID: 87EE0C08-7255-4039-A248-73C61568D9CD

STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

SCO ID:		
AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)	
22-REAP2-17530		

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Tahoe Regional Planning Agency (TRPA)

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
12/31/2026

3. The maximum amount of this Agreement is:
$604,134.15

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP2 Terms and Conditions	9
Exhibit E	Special Conditions	0
	TOTAL NUMBER OF PAGES ATTACHED	13

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
Tahoe Regional Planning Agency (TRPA)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 5310	Stateline	NV	89449-5310

PRINTED NAME OF PERSON SIGNING	TITLE
Julie W. Regan	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Julie W. Regan	February 23, 2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Synthia Rhinehart	Contracts Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Synthia Rhinehart	3/8/2023

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

EXHIBIT A - AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. **Authority**

The Regional Early Action Planning Grants Program of 2021 is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to six hundred million dollars ($600,000,000) shall be distributed under the Program in accordance with Chapter 3.15 of the Health and Safety Code (Statute). Of this amount, approximately 85 percent ($510,000,000) is available to Metropolitan Planning Organizations (MPOs). The California Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grants Program of 2021, or "REAP 2.0") to MPOs and other regional entities in accordance with the Statute and Guidelines, pursuant to Health and Safety Code section 50515.10(h).

Pursuant to Health and Safety Code Section 50515.08(c)(3), an MPO or regional entity may request up to 10 percent of its available funding in advance. This Standard Agreement (Agreement) authorizes the encumbrance of the total funds available to the applicant, including advance payment, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved advance and full applications and any subsequent modifications.

The Grantee shall consult with the Department on any amendment modification or other provision related to the implementation of the Program. The Department's decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.10(i).

2. **Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, advance application and full application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, the State shall encumber the full amount pursuant to the Guidelines and provide advance payment upon request and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds as described in Exhibit B.

3. **Definitions**

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

4. **Scope of Work**

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application for 10 percent advance payment and subsequent applications for total funding. The scope of work may be amended in compliance with statutory requirements subject to approval by the Department.

5. **Monitoring**

A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, approved advanced application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by the Department at any point during the term of the Agreement and subject to any amendments to this Agreement.

B. The Department may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, implementing advance payment(s), or award amount to the Grantee.

C. The Department may monitor expenditures and activities of the Grantee, as the department deems necessary, to ensure compliance with statutory or Department requirements.

D. The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).

E. The Department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).

F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to REAP2021@hcd.ca.gov.

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Application for Funds**

   A. The Department is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.

   B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. **Grant and Reimbursement Limit**

   A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed $604,134.15

   B. This Agreement authorizes an initial advance payment(s) up to 10% Award for eligible activities as described in the approved Advance Application.

   C. This Agreement authorizes advance payment and subsequent awards up to the total award amount as described in Section 2A of this Exhibit and is subject to Department approval.

   D. The Grantee shall submit and follow a schedule for the expenditure of the 10 percent advance and any subsequent award prior to disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

3. **Grant Timelines**

   A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").

   B. All Grant funds must be obligated no later than June 30, 2024 and expended by June 30, 2026 pursuant to Health and Safety Code section 50515.10(e)(1).

   C. Final invoices must be submitted to the Department three months prior to the expenditure deadline. Under special circumstances, approved by the Department

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

and in accordance with the expenditure deadline, the Department may modify the invoice deadline and may provide exception, including but not limited to, advance payment to carry out the terms of this Agreement.

D. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. **Allowable Uses of Grant Funds**

A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which includes associated forms and guidelines, approved applications and this Agreement.

B. Grant funds shall only be used by the Grantee for project activities approved by the Department that involve planning and implementation activities in accordance with the Statute and Guidelines.

C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.

D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project as described in the Guidelines.

E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.

F. After the Agreement has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.

G. Eligible activities that are approved by the Department may be retroactively reimbursed to July 1, 2021

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

   A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.

   B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.

   C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

   D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

   E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

   A. Grant funds cannot be disbursed until the Agreement has been fully executed.

   B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.

D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.

E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.

F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.

G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.

B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.

D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

E. The Department may request additional information, as needed, to meet other applicable audit requirements.

F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.

G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.

H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding $10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.

K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.

D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.

F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.

G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.

H. Examples of a breach of this Agreement:

1. Grantee's failure to comply with any term or condition of this Agreement.

2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.

3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.

I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.

J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:

1. Revoke existing REAP 2.0 award(s) to the Grantee;

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;

4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.

6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.

2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
    i. Housing units accelerated,
    ii. Reductions in Vehicle Miles Traveled Per Capita,
    iii. Location of investment,
    iv. Socioeconomic statistics about the impacted geography, and
    v. Regional impact explanation

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.

C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.

D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.

B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

EXHIBIT C
FUNDING AGREEMENT (CONTINUED)

conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:20

Agenda Item: Agreement with Tahoe Regional Planning Agency for Regional Grant Program Funding

Executive Summary: The City applied to the TRPA Regional Grant Program and two projects were selected. TRPA now requires Program Agreements to be executed prior to moving forward with CalTrans E-76 obligation of funds in the federal fiscal year the funding is awarded. The two projects are: Pioneer Trail Pedestrian Improvement Project Phase II and Microtransit EV Charging Base Station.

Requested Action / Suggested Motions: Pass a Motion authorizing the City Manager to execute two 2023 Tahoe Regional Planning Agency (TRPA) Regional Grant Program Agreements for the Pioneer Trail Pedestrian Improvement Project Phase II ($1.2 Million) and Microtransit EV Charging Base Station ($275,335).

Responsible Staff Member: Sara Letton, Sustainability Coordinator and Stan Hill, Engineering Manager

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

Attachments:

01 - Staff Report 2023 TRPA Funding Agreement for two projects.docx
02- TRPA Grant Agreement -Microtransit EV Charging Base Station.docx
03-TRPA Grant Agreement - Pioneer Trail Phase 2.docx

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

Meeting Date: November 7, 2023

Title: Regional Grant Program Agreements with TRPA

Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator (530) 542-6175
Stan Hill, Engineering Manager, (530) 542-6039

Background: On November 15, 2022 Council authorized the Director of Public Works to submit a grant application for 10 Capital Improvement Projects to the Tahoe Metropolitan Planning Organization 2023 Regional Grant Program. The TMPO identified two of those projects for recommendation of awards.

Issue and Discussion:

The Pioneer Trail Pedestrian Project Phase II will continue pedestrian sidewalks, lighting, transit stops, and class II bike lanes from the limits of the completed Phase 1 project (Larch Avenue) to the western limits of Ski Run Boulevard (+.45 Center line Miles). The funds will be awarded through the Active Transportation Program, an allocation from the California Transportation Commission. Funds will be activated via CalTrans, award year of FFY 2024.

The Microtransit Electric Vehicle Charging Base Station will provide level 2 charging for four vehicles under a solar canopy and supported by a battery in the Public Works lot at 1700 D Street. Overnight parking will be reserved for electrified LakeLink vehicles, and daytime charging will be available for fleet vehicles. The funds will be awarded from the Carbon Reduction Program and will be activated via CalTrans, award year of FFY 2024.

Both projects are entered into, and will be updated at, the Lake Tahoe Tracker Tool: https://transportation.laketahoeinfo.org/

New for the 2023 Regional Grant Program cycle is the initiation of Program Agreements to be executed between the award recipient and the Tahoe Regional Planning Agency. Signature on this agreement is required by TRPA. The Agreement also notes the City's requirement to obtain obligation of funds (E-76, with CalTrans) within the federal fiscal year the funding is awarded.

Financial Implications: The recommended award for the Pioneer Trail project is $1.2Million with no matching fund requirement. The recommended award for the EV Microtransit Base Station is $275,355, and 11.47% match is $35,675. The previously set aside grant matching amount is $30,854 and will be increased by an additional $4,821. A resolution for budget appropriations will be brought to council along with the funding agreement at one of the next council meetings.

Environmental Considerations: The appropriation of funds for the above-mentioned projects is not approval of a project requiring review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15352 (because this decision does not commit the City to a definite course of action in regard to any project) and 15378(b)(4) (creation of government funding mechanisms or other government fiscal activities) or Federal Environmental Protection Act (NEPA) requirements. Each project will require a federal environmental clearance prior to construction.

Policy Implications: Signing the Program Agreements will allow the City to move forward with two priority Capital Improvement Projects. Adding fleet electric charging, solar, and battery advances the Climate Action Plan and greenhouse gas reduction goals.

Agreement No. CARGP2023-04

Tahoe Regional Planning Agency
2023 Regional Grant Program Agreement

This Agreement is made and entered on _____, by and between the Tahoe Regional Planning Agency (TRPA), and City of South Lake Tahoe, hereinafter referred to as the "Recipient" of the Regional Grant Program (RGP).

WHEREAS, the Recipient has been selected to be awarded funding from the TRPA Regional Grant Program; and

WHEREAS, the Recipient is agreeing to implement the Microtransit EV Charging Base Station as outlined in the Terms and Conditions below; and

WHEREAS, the Recipient will carry out the Scope of Work utilizing the Carbon Reduction Program funding awarded and identified in the Awarded Funding below; and

NOW, THEREFORE, the two parties agree to the project award details and Terms and Conditions as follows:

Title of Project (or Program): Microtransit EV Charging Base Station

Transportation Tracker Project ID: 03.02.01.0063

Project Period: February 2024 thru December 2025

Funding Source: Carbon Reduction Program

Awarded Funding: $275,355

Award Year: FFY 2024 From: October 1, 2023 Through: September 30, 2024

Phase of Work: Construction

Terms and Conditions

SCOPE OF WORK

Project Description

The TRPA hereby incorporates the activities included in the Recipient's RGP application submitted to and selected by TRPA into these award terms and conditions.

The objectives of this agreement are to specify the use of the Regional Grant Program funding to implement the Microtransit EV Charging Base Station,

Project is Phase 2 of the "South Shore Microtransit Electrification" that aims to achieve fleet transition for Lake Link's microtransit vans to electric.

Project will provide supportive infrastructure for a solar/battery powered Level 2 overnight charging facility for four electric vans at the City's D Street facility.

Tasks are planning, design, and construction of a Level 2 Charging Base Station.

PROJECT PROGRAMMING/TRACKING

The Recipient agrees to enter and maintain the project and funding information in the Lake Tahoe Tracker Tool: https://transportation.laketahoeinfo.org/. The tracker information will be used to track progress, program project in the Federal Transportation Improvement Program, and provide transparency and detail about the project.

The TRPA is responsible for programming the project in the Federal Transportation Improvement Program.

PROJECT FUNDING AUTHORIZATION

The Recipient is required to work with Caltrans Local Assistance using the Local Assistance Procedures Manual (LAPM) for project authorization and obligation of funding prior to beginning work on the project.

The Recipient agrees to obtain obligation of funds (E-76) within the federal fiscal year the funding is awarded. If the Recipient is not able to meet the funding timeline, the TRPA must be notified immediately. The TRPA and the Recipient will collaborate to find a resolution.

The TRPA, upon consultation with the Recipient, has the right to redirect program funds to other agencies and projects so as not to lose funding to the Tahoe Region.

PAYMENT

The Recipient must follow Caltrans LAPM accounting protocols and procedures for reimbursement of work. The Recipient is responsible for submitting an invoice for the work completed in a timely manner to prevent a project from becoming inactive in the federal finance system.

REPORT

TRPA Reporting

The Recipient agrees to update the project annually in the Lake Tahoe Transportation Tracker: https://transportation.laketahoeinfo.org/ or as any changes to the project information and funding arise.

Caltrans Reporting

The Recipient agrees to follow the reporting procedures in Caltrans LAPM.

AGREEMENT

TRPA and the Recipient agree to carry out the activities identified, and uphold this agreement.

_____ Date: _____

Transportation: Nick Haven, MPO Director
Tahoe Regional Planning Agency

_____ Date: _____

Recipient: Joseph Irvin, City Manager
City of South Lake Tahoe

Approve as to Form:

_____ Date: _____

Heather Stroud, City Attorney

Attest:

_____ Date: _____

Susan Blankenship, City Clerk

Agreement No. CARGP2023-03

Tahoe Regional Planning Agency
2023 Regional Grant Program Agreement

This Agreement is made and entered on _____, by and between the Tahoe Regional Planning Agency (TRPA), and City of South Lake Tahoe, hereinafter referred to as the "Recipient" of the Regional Grant Program (RGP).

WHEREAS, the Recipient has been selected to be awarded funding from the TRPA Regional Grant Program; and

WHEREAS, the Recipient is agreeing to implement the Pioneer Trail Pedestrian Improvement Project Phase II as outlined in the Terms and Conditions below; and

WHEREAS, the Recipient will carry out the Scope of Work utilizing Active Transportation Program Metropolitan Planning Organization funding awarded and identified in the Awarded Funding below; and

NOW, THEREFORE, the two parties agree to the project award details and Terms and Conditions as follows:

Title of Project (or Program): Pioneer Trail Pedestrian Improvement Project Phase II

Transportation Tracker Project ID: 03.02.02.0078

Project Period: October 2023 thru December 2024

Funding Source: Active Transportation Program / Metropolitan Planning Organization

1. Awarded Funding: $1,200,000

   Award Year: FFY 2024 From: October 1, 2023 Through: September 30, 2024

   Phase of Work: Construction

Terms and Conditions

SCOPE OF WORK

Project Description

The TRPA hereby incorporates the activities included in the Recipient's RGP application submitted to and selected by TRPA into these award terms and conditions.

The objectives of this agreement are to specify the use of the Regional Grant Program funding to implement the Pioneer Trail Pedestrian Improvement Project Phase II,

Project will provide pedestrian and roadway safety improvements along Pioneer Trail from Ski Run Boulevard to Larch Avenue. Project will close a gap for alternative transportation and facilitate additional modes of transportation.

Tasks include construction of pedestrian sidewalks, crosswalks, bus shelters, and pedestrian lighting. Construction to begin Summer of 2024.

Project has completed environmental and 60% project design plans. Concurrently working on 90% plans and right of way acquisitions.

PROJECT PROGRAMMING/TRACKING

The Recipient agrees to enter and maintain the project and funding information in the Lake Tahoe Tracker Tool: https://transportation.laketahoeinfo.org/. The tracker information will be used to track progress, program the project in the Federal Transportation Improvement Program, and provide transparency and detail about the project.

The TRPA is responsible for programming the project in the Federal Transportation Improvement Program.

PROJECT FUNDING AUTHORIZATION

The Recipient is required to work with Caltrans Local Assistance using the Local Assistance Procedures Manual (LAPM) for project allocation, authorization, and obligation of funding prior to beginning work on the project.

The Recipient agrees to obtain obligation of funds (E-76) within the federal fiscal year the funding is awarded. If the Recipient is not able to meet the funding timeline, the TRPA must be notified immediately. The TRPA and the Recipient will collaborate to find a resolution.

The TRPA, upon consultation with the Recipient, has the right to redirect program funds to other agencies and projects so as not to lose funding to the Tahoe Region.

PAYMENT

The Recipient must follow Caltrans LAPM accounting protocols and procedures for reimbursement of work. The Recipient is responsible for submitting an invoice for the work completed in a timely manner to prevent a project from becoming inactive in the federal finance system.

REPORT

TRPA Reporting

The Recipient agrees to update the project annually in the Lake Tahoe Transportation Tracker: https://transportation.laketahoeinfo.org/ or as any changes to the project information and funding arise.

Caltrans Reporting

The Recipient agrees to follow the reporting procedures in Caltrans LAPM.

AGREEMENT

TRPA and the Recipient agree to carry out the activities identified, and uphold this agreement.

_____ Date: _____

Transportation: Nick Haven, MPO Director
Tahoe Regional Planning Agency

_____ Date: _____

Recipient: Joseph Irvin, City Manager
City of South Lake Tahoe

Approve as to Form:

_____ Date: _____

Heather Stroud, City Attorney

Attest:

_____ Date: _____

Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:21

Agenda Item: 2023 CalRecycle SB 1383 Local Assistance Grant Program

Executive Summary: The Department of Resources Recycling and Recovery (CalRecycle) offers the SB 1383 Local Assistance Grant Program pursuant to Chapter 395, Statutes of 2016. The purpose of the grant is to provide funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. The base award is $75,000 for each eligible applicant. Funds will be used to for outreach and education supporting organic material diversion from landfills, including efforts to educate the community about the transition to a 3-cart waste management system. Applications are due November 15, 2023, and grants will be awarded around March 2024. Grant term will extend to April 1, 2026.

Requested Action / Suggested Motions: Pass a Resolution authorizing the City Manager to submit an application for the 2023 CalRecycle Local Assistance Grant Program for $75,000.

Responsible Staff Member: Sara Letton, Sustainability Coordinator Lori Marino, Principal Management Analyst

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

Attachments:

01 - 2023 CalRecycle Local Assistance Grant Application.docx
02 - Resolution to Apply for CalRecycle Local Assistanct Grant.docx

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

Meeting Date: November 7, 2023

Title: Ratification of Grant Application to CalRecycle for SB 1383 Local Assistance Grant Program for FY 2022-23

Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator (530) 542-6175

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

The Department of Resources Recycling and Recovery (CalRecycle) is administering a second year of their SB1383 Local Assistance Grant Program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. This is a non-competitive grant program providing $90,000,000 in available funding in fiscal year 2022 – 23. $75,000 is the base award for each eligible applicant.

Eligible project activities and costs include:

- Capacity planning
- Collection
- Edible food recovery
- Education and outreach (includes organic waste and edible food recovery)
- Enforcement and inspection.

Issue and Discussion: The City of South Lake Tahoe is eligible for the CalRecycle grant because we have adopted an enforceable ordinance implementing SB 1383 (City Council Ord. No. 2021-1157). The grant amount is a base award of $75,000, for which the City is eligible. There is no requirement for matching funds. The grant application is due on November 15, 2023 and a Resolution supporting the application must be submitted by December 20, 2023.

Staff met with staff from South Tahoe Refuse to determine the best use of the grant funds. The City intends to use these grant funds towards education and outreach supporting commercial and residential food waste diversion programs and educating the community on the new 3-cart program for waste collection.

The 3-cart program is detailed in the recently adopted Franchise Agreement with South Tahoe Refuse. A 3-cart system supporting source-separated material is a mandate of the state. The overarching idea is that will lead to higher organics diversion rates and achieving of state carbon goals.

The City of South Lake Tahoe received a high-elevation waiver allowing residential food waste to remain in disposal containers. However, this grant can assist with the overall program goal and public education.

In recognition of the significant change in waste management behavior that will be needed to transition to a 3-cart program, the City of South Lake Tahoe partnered with South Tahoe Refuse and California Volunteers to bring two full-time AmeriCorps Fellows to support the education and outreach that will lead to more organic material staying out of landfills, effectively lowering carbon emissions.

Financial Implications: There are no matching grant fund requirements. If awarded, funds will be appropriated into the FY 2023/2024 budget, account 100-01967 Sustainable South Lake Tahoe, as follows:

CalRecycle Revenue 33243: $75,000

Sustainability Expenses 44039: $75,000

A resolution for budget appropriations will be brought to council with the grant agreement if the grant is awarded.

Environmental Considerations: The appropriation of funds for the above-mentioned projects is not a project requiring review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

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

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Authorizing submittal of application for Senate Bill 1383 CalRecycle Local Assistance Grant Program, FY 2022-23

BACKGROUND

A. Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment.

B. In furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants.

C. CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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 submittal of application(s) to CalRecycle for all grants for which The City of South Lake Tahoe is eligible.
2. Authorizes and empowers the City Manager, or his/her designee to execute in the name of the City of South Lake Tahoe all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project; and
3. That these authorizations are effective for five (5) years from the date of adoption of this resolution.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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 7, 2023

Agenda Item #:22

Agenda Item: Reimbursement Agreement with Barton Health for Opioid Use Disorder Services

Executive Summary: For consideration is a motion authorizing the mayor to execute an agreement with Barton Health for them to provide specified opioid remediation services to the community and be reimbursed by the City with previously approved and budgeted opioid settlement funds

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Reimbursement Agreement with Barton Health to provide opioid remediation services using previously budgeted Opioid Settlement Agreement Funds in an amount not to exceed existing fund balance (approximately $123,350 per year).

Responsible Staff Member: David Stevenson, Police Chief

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

Attachments:

01 STAFF REPORT OPIOID FUNDS 110723.docx
02 Barton Agreement for Opioid Funds.pdf
03 Exhibit-E-Final-Settlement-Agreement.pdf
04 Barton Opioid Memo.pdf

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

Meeting Date: November 7, 2023

Title: Opioid Settlement Services Memorandum of Understanding with Barton Health

Location: City Wide

Responsible Staff Member: David Stevenson, Police Chief

Background: On December 7, 2021 the City Council adopted Resolution No. 2021-105 approving the City's participation in the National Opioid Litigation Settlement (Distributors and Janssen). On September 7, 2022 City Council adopted Resolution No. 2022-112 to accept and appropriate those funds (settlement #1). This settlement is estimated to pay the City $1,200,000.00 over 18 years (about $66,666.00/year).

On April 4, 2023 City Council approved Resolution No. 2023-030 to accept and appropriate a second round of settlements (National Opioid Abatement Trust II – Settlement #2). Settlement #2 is estimated to pay the City of South Lake Tahoe up to $850,265.00 over 15 years (approximately $56,684/year)

Settlement #1 and #2 together are estimated to be $123,350.00 per year for 15 years and $66,666.00 per year beginning year 16 through 18. The combined opioid settlement funds received by the City as of 8/29/23 is $218,490.78.

Issue and Discussion: The City is obligated to use these funds for opioid use disorder (OUD) abatement activities. Allowable uses are specifically articulated in the settlement agreement "Exhibit E – List of Opioid Remediation Uses". There are "Core Strategies" which are required to be given priority, and there are actual "Approved Uses". See attached "Exhibit E" for the list of Core Strategies and Approved Uses.

The Police Department has worked closely with community partners (including Barton Health) through our STACS program to find long term solutions to complex issues involving people suffering from substance use disorders (SUDs) (including opioid use disorder (OUD)). We also work with people suffering from Mental health issues, and persons experiencing homelessness. Those with co-occurring conditions can be the most challenging to connect to services.

Barton Health is in the unique position of having already established many OUD services in our community. They have a Substance Use Navigator (SUN) who assists patients with OUD including rapid access to Medication Assisted Treatments and outpatient follow-up and treatment. They have an Addiction Medicine Task Force (AMTF) which includes the SUN, an addiction medicine physician, emergency department nursing supervisor, and a Population Health service provider.

Barton is looking to expand their services to include improved services for persons experiencing OUD and co-occurring mental health diagnoses, provision of wrap around services, harm reduction durables for syringe service programs and a more succinct local pathway from incarceration to opioid treatment.

This is just a summary of Barton's current services and intended use of funds. See attachment "Barton Opioid Use Disorder (OUD) services description and intended use of funds" document for more information.

All of these services and desired expansion of services fall within the settlement "Core Strategies" and "Approved Uses" specified in "Exhibit E".

Financial Implications: There will be no impact to the general fund. The City will reimburse Barton Health for opioid abatement services on a quarterly basis in an amount not to exceed existing fund balance. Current fund balance available for the program is $218,490.78.

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: This agreement is consistent with the policies and goals of the Police Department.

CITY OF SOUTH LAKE TAHOE

REIMBURSEMENT AGREEMENT FOR OPIOID USE DISORDER SERVICES

This Agreement is made and entered into as of the 7th day of November 2023 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Barton Healthcare System**, a California nonprofit community health care system ("Barton").

RECITALS

A. The City is participating in national opioid litigation settlements with Janssen, McKesson/Cardinal Health/Amerisource Bergen, and Teva/Allergan/CVS/Walgreens/Walmart (collectively, "Settlement Agreements"), in which the City is receiving settlement funds in an approximate amount of $123,350 per year (collectively, "Settlement Funds").

B. The City is required by the Settlement Agreements to expend the Settlement Funds on specific opioid remediation activities as articulated in Exhibit "E" to the Settlement Agreements, which is attached hereto as Exhibit "1."

C. The City is further required by the Settlement Agreements to expend at least fifty (50) percent of the Settlement Funds for each calendar year on one or more of specific opioid remediation activities, namely: (1) the provision of matching funds or operating costs for Substance Use Disorder ("SUD") facilities within the Behavioral Health Continuum Infrastructure Program; (2) creating new or expanded SUD treatment infrastructure; (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD; (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; (5) interventions to prevent drug addiction in vulnerable youth; and/or (6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals (collectively, "High Impact Abatement Activities").

D. The City, through its Police Department, has established a program called South Tahoe Alternative Collaborative Services ("STACS"), which is a collaborative working agreement between the City (Police Department and South Lake Tahoe Fire Rescue), Barton, Tahoe Coalition for the Homeless, El Dorado County Behavioral Health Services (Mental Health and SUD Services), and Cal Tahoe JPA Ambulance to provide coordinated services to persons experiencing homelessness, mental illness, and/or substance use disorders. This Agreement supports and advances the mission of STACS by funding existing and expanded opioid remediation services for the population served by STACS.

E. The Settlement Agreements allow the City to enter into agreements with private sector entities in pursuing these opioid remediation activities.

F. Through its Substance Use Navigator ("SUN") program that currently interacts with an average of 40 patients a month and coordinates care for nearly 80 patients per month, Barton currently provides various opioid remediation services consistent with the allowable uses of Settlement Funds, some of which qualify as High Impact Abatement Activities, and Barton and the City desire for Barton to continue and expand these services with use of the Settlement Funds for the benefit of the South Lake Tahoe community.

AGREEMENT

1. Reimbursable Opioid Remediation Services. Barton currently provides the following opioid remediation services that are reimbursable with Settlement Funds under this Agreement (collectively, "Existing Services"):
    a. Medication-Assisted Treatment ("MAT") including rapid access to buprenorphine in the Emergency Department and rapid follow-up in the outpatient setting, including for individuals who are uninsured or whose insurance does not cover the needed service.
    b. Naloxone distribution via emergency room and rural health clinic, including to patients who are uninsured or whose insurance does not cover this treatment.
    c. Coordination of care through a navigator to improve treatment retention and follow-up rates.

Barton plans to expand its opioid remediation services to include the following, which are reimbursable with Settlement Funds under this Agreement (collectively, "Expanded Services"):

a. Social services expansion with cognitive behavioral therapy for SUD/co-occurring mental health diagnoses.

b. Provision of wrap-around services to include expansion of current intensive outpatient treatment, such as naloxone distribution, infectious disease testing, pre-exposure prophylaxis for HIV, and outpatient therapy/counseling services with a licensed clinical social worker.
c. More succinct local pathway from incarceration to opioid treatment such as coordination and outreach with parole officers to provide MAT including long-lasting medication for better overdose defense for individuals leaving incarceration.
d. Apply for grants through the Behavioral Health Continuum Infrastructure Program, which may require matching funds.

2. Reimbursement. The City will use available Settlement Funds to reimburse Barton for the Existing Services and Expanded Services in Section 1. At least fifty (50) percent of the reimbursement for each calendar year shall be for one or more High Impact Abatement Activities as listed in Recital C. At no time shall the City reimburse Barton for any amount above the available Settlement Funds balance. Reimbursement is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein.

3. Method of Payment. Beginning on December 31, 2023, Barton shall submit quarterly invoices to the City describing the Existing Services and Expanded Services performed during the preceding quarter and indicating which of the services are High Impact Abatement Activities. Barton's invoices shall include an itemized description of the services performed, the date the services were performed, and information about the personnel performing services, patient services provided, and equipment and/or supplies purchased. Invoices shall provide information sufficient for the City to complete the annually required California Department of Health Care Services Opioid Settlements Expenditure Reporting Form, which is attached hereto as Exhibit 3. Invoices should be mailed to the following address:

Finance Department
Attn: Andrew Black, Financial Services Supervisor
City of South Lake Tahoe
1901 Lisa Maloff Way,
South Lake Tahoe, CA 96150

City shall reimburse Barton no later than 15 days after approval of the quarterly invoice by City staff.

4. Communication and Coordination. The Parties agree to meet as needed or by request of either Barton or the City to discuss and coordinate on the following:

a. Remaining available Settlement Funds for coordination of expenditures on Existing Services and Expanded Services.
b. Prioritization of Existing Services and Expanded Services, including for support of STACS.
c. Grant applications to support additional funding for Existing Services and Expanded Services.

5. Term. The Term of this Agreement is three (3) years with the option to extend for two (2) additional years upon mutual agreement of the Parties.

6. Termination. This Agreement may be terminated by City or Barton for cause or without cause upon ninety days (90) days written notice of termination. Upon termination, Barton shall be entitled to reimbursement for qualifying services performed up to the effective date of termination.

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

7. Barton's Books and Records.

a. Barton shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to invoices for Existing Services and Expanded Services for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Barton for services reimbursed pursuant to this Agreement.

b. Barton 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 Barton'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 Barton'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 Barton, Barton's representatives, or Barton's successor-in-interest.

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

City is not required to make any deductions or withholdings form the compensation payable to Barton under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Barton's assigned personnel. Any third party persons retained by Barton shall be entirely and exclusively under the direction, supervision, and control of Barton. Barton 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 Agreement.

9. Interest of Barton. Barton, (and its principals, associates and professional employees) covenants and represents that it does not now have any investment or interest and shall not acquire any interest, direct or indirect, in any source of income or investment which would be affected in any manner or degree by this Agreement.

10. Compliance with Laws. Barton shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in performing the services reimbursable under this Agreement. Barton shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments in performing any of the work reimbursable under 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 Barton to comply with this section.

11. Licenses. Barton represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Barton to perform the services reimbursable under this Agreement. Barton represents and warrants to City that Barton shall, at itssole 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 Barton. Barton acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

12. Indemnity. Barton 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 or caused in any way by Barton'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. Barton agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Barton's negligent acts, errors, omissions, regarding this Agreement.

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

This hold harmless agreement by Barton shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Barton 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.

Barton 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 Barton's work under this Agreement.

13. Insurance Requirements.

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

i. Workers' Compensation Coverage. Barton shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Barton 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. Barton 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 reimbursable services under this Agreement.

ii. Commercial General Liability Coverage. Barton 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 Barton. 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. Barton shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Barton arising out of or in connection with the reimbursable services 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. Barton shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Barton 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. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees or agents, except for Barton's Professional Liability and Employers' Liability policies.

ii. 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.

iii. No policies of insurance carried by Barton 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. Barton shall be responsible for all deductibles in all of Barton'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. Barton shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Barton shall not be entitled to reimbursement under this Agreement until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Barton allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

14. 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
Attn: Andrew Black,
Financial Services Supervisor
ablack@cityofslt.us

Provide a copy to: City Attorney's Office
Attn: Heather Stroud, City Attorney
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150
hstroud@cityofslt.us

If to Barton: Barton Health
Attn: Chief Financial Officer
2170 South Avenue
South Lake Tahoe, CA 96150
kneiger@bartonhealth.org

Provide a copy to: Matthew Milone,
Barton Health Corporate Counsel
2170 South Avenue
South Lake Tahoe, CA 96150
mmilone@bartonhealth.org

15. 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 Barton. Assignments of any or all rights, duties or obligations of Barton under this Agreement will be permitted only with the express consent of City. Barton shall not subcontract any portion of the reimbursable services to be performed under this Agreement without the written authorization of City. If the City consents to such subcontract, Barton 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.

16. 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.

17. 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.

18. 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.

19. Prohibited Interests. Barton maintains and warrants that it has not employed nor retained any person to solicit or secure this Agreement. Further, Barton warrants that it has not paid nor has it agreed to pay any person, other than a bona fide employee working solely for Barton 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.

20. Equal Opportunity Employment. Barton 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.

21. Drug-Free Workplace Certification. By signing this Agreement, Barton hereby certifies under penalty of perjury under the laws of the State of California that Barton 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(a) 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(a), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Barton's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Barton'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 Barton may be ineligible for award of any future City agreements if City determines that any of the following has occurred: Barton (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

22. Anti-Lobbying Certification. Barton shall submit to City the Anti-Lobbying Certification contained in **Exhibit 2**. Further, Barton shall require that the language of the certification in **Exhibit 2** be included in all contracts or subcontracts entered into in connection with this Agreement and that all contractors and subcontractors shall certify and disclose accordingly.

23. Americans with Disabilities Act. By signing this Agreement, Barton 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.

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

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

26. 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.

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

28. Authority to Enter Agreement. Barton 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_____

Cristi Creegan, Mayor

Date_____

BARTON HEALTHCARE SYSTEM:

By _____

Clinton Purvance, M.D., President & CEO

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

Date _____

ATTEST:

By_____ Date _____
Susan Blankenship, City Clerk

Attachments:

Exhibit 1 – Exhibit “E” to Opioid Settlement Agreements
Exhibit 2 - Anti-Lobbying Certification
Exhibit 3 - California Department of Health Care Services Opioid Settlements Expenditure Reporting Form

EXHIBIT 1

EXHIBIT "E" to Opioid Settlement Agreements
(List of Opioid Remediation Uses)

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT 2

ANTI-LOBBYING CERTIFICATION

Barton 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.

Barton:
Name, Title

By:_____

EXHIBIT 3

California Department of Health Care Services Opioid Settlements
Expenditure Reporting Form

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

California's Opioid Settlements Expenditure Reporting Form

Cover Page Introduction

Participating Subdivisions receiving funds from California's Opioid Settlements are required to complete annual reporting to the Department of Health Care Services (DHCS). Opioid settlement funds in this instance refers to final and proposed agreements between California and opioid distributors and manufacturers: McKesson, Cardinal Health and AmerisourceBergen (collectively, the Distributors); Janssen Pharmaceuticals, Inc.; Teva; Allergan; and pharmacies Walmart, Walgreens, and CVS (collectively, the Pharmacies).

This reporting form covers the period of July 1, 2022 – June 30, 2023. Please ensure all responses reflect the 2022 – 2023 State Fiscal Year (SFY). **This report is due September 30, 2023.**

This form is intended to collect expenditure information from California Participating Subdivisions and Plaintiff Subdivisions receiving allocations from the California Abatements Account and California Subdivision Fund as part of California's Opioid Settlements.

- A Participating Subdivision is a city or county eligible to receive funds from one or multiple of the settlements listed above. A definition for Participating Subdivisions can be found in Section 2(a) of the California State Subdivision Agreements.
- A Plaintiff Subdivision is a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

A list of Participating and Plaintiff Subdivisions can be found in both the California State Agreements in Appendix 1. If you have questions about your Subdivision's status, please reference this appendix, or contact your City, County, or outside Counsel.

If you have any questions filling out this form, please review the Q&A document.

If you need to submit a revision to already submitted data, please contact the UCLA Evaluation team by emailing DHilderbrand@mednet.ucla.edu.

Necessary Materials

To see a comprehensive list of necessary materials and information, please view the Necessary Materials Checklist. You will need the following information to complete this form:

- The amount of funds received by your Participating Subdivision by settlement in SFY 2022-2023;
- The amount of funds expended by your Participating Subdivision, by activity, in SFY 2022-2023;
- Interest earned on settlement funds allocated to your Participating Subdivision in SFY 2022-2023;
- Reallocations to/from other Participating Subdivisions;
- The amount of settlement funds spent on administrative costs; and
- A description of planned activities/programs for the next fiscal year

All Expenditure Reporting Forms must be submitted online. Word Document and PDF versions will not be accepted, they are for reference only.

If you would like to see a copy of the entire reporting form prior to completing it, please download the Opioid Settlement Funds Expenditure Reporting Form. All Expenditure Reporting Forms must be submitted online.

Submission Requirements

Participating Subdivisions shall only submit one (1) expenditure report annually for funds received from all settlements.

Do **not** send the expenditure reporting form to contractors or sub grantees to whom you may have awarded your opioid settlement funds. It is the Participating Subdivision's responsibility to collect all required information regarding the opioid settlement funds they have received and to compile it into a singular report.

The preparer of the Expenditure Report should be the only person to submit one (1) expenditure report for your Participating Subdivision.

1. General Information

This section of the survey will ask for general information about your Participating Subdivision and the person preparing the expenditure report.

Participating Subdivision:
(Select the Participating Subdivision for which you are reporting. A list of Participating Subdivisions can be found on the DHCS OSF website.)

» Dropdown list of Participating Subdivisions. Select the Participating Subdivision you represent.

(Answer if "Other" selected above.) If your Participating Subdivision was not listed in the previous question, write the name of your Participating Subdivision below.

_____

Participating Subdivision address:
(Please format as 0000 Street Name, City, State Initials Zip Code.)

_____

Name of preparer:
(Please include the first and last name of the individual preparing this form.)

_____

Preparer email address:
(This email will receive confirmation of the report submitted. Please ensure that it is correct.)

_____

Confirm email address:

_____

Preparer phone Number:
(xxx-xxx-xxxx)

_____

2. Settlement Funds Information

This section will cover which settlement funds your Participating Subdivision has received.

Please select all settlement agreements for which your Participating Subdivision received opioid settlement funds. You must report expenditures on all settlement agreements that your Participating Subdivision received.

Opioid settlement funds in this instance refers to final agreements between California and opioid distributors and manufacturers: McKesson, Cardinal Health and AmerisourceBergen (collectively, the Distributors); Janssen Pharmaceuticals, Inc.; Teva; Allergan; and pharmacies Walmart, Walgreens, and CVS (collectively, the Pharmacies).

More information on each settlement agreement can be found on the DHCS OSF website.

- Allergan
- CVS
- Distributors
- Janssen
- Teva
- Walgreens
- Walmart

3. California Abatement Account - Payments

This section will cover settlement dollars received as payments as well as interest earned from settlement accounts that were allocated to the California Abatement Account.

1. List all **settlement dollars received as payments** to your California Abatement Account by each settlement. If there were no payments made for a particular settlement, write in 0.

Note: Due to delays with receiving settlement funds, multiple payments were made for the Janssen and Distributor settlements within the 2022-2023 fiscal year. Please indicate the total amount received for the below settlements within FY 22-23.

	CA Abatement Account Payments Received in SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

2. List all **interest earned** from your California Abatement Account by each settlement. If no interest was earned, please write in 0

	CA Abatement Account Interest Earned in SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

Reallocations To Other Participating Subdivisions

Participating Subdivisions may agree to reallocate their shares of the California Abatement Account Funds among themselves, provided that any direct distribution may only be to a Participating Subdivision and any Participating Subdivision must agree to their share being reallocated.

3. Did you reallocate any of your Participating Subdivision's funds received from the Settlement Administrator from the period of July 1, 2022 - June 30, 2023 **from the California Abatement account** to another Participating Subdivision.

O Yes

O No

(Answer this if yes to question above.)

3a. For the **California Abatement Account**, enter the exact amount of funds that your Participating Subdivision **reallocated to** other Participating Subdivisions from the period of July 1, 2022 - June 30, 2023. Please list all reallocations individually below.

Number	Participating Subdivision that received the reallocated funds	Amount reallocated	Which Settlement Agreement were funds reallocated from?
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Reallocations Received From Other Participating Subdivisions

Participating Subdivisions may agree to reallocate their shares of the **California Abatement Account** Funds among themselves, provided that any direct distribution may only be to a Participating Subdivision and any Participating Subdivision must agree to their share being reallocated.

4. Did you **receive** any of funds from another Participating Subdivision's during the period of July 1, 2022 - June 30, 2023 from their **California Abatement account**?

O Yes

O No

(Answer this if yes to question above.)

4a. For the **California <u>Abatement</u> Account**, enter the exact amount of funds that your Participating Subdivision **received from** other Participating Subdivisions from the period of July 1, 2022 - June 30, 2023. Please list all reallocations individually below.

Number	Participating Subdivision that you received funds from	Amount reallocated	Which Settlement Agreement were funds reallocated to?
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

4. California Abatement Account - Expenditures

In this section, Participating Subdivisions will report their expenditures of all opioid settlement funds from the **California Abatement Account.**

List all settlement dollars **expended from your California Abatement Account** by each settlement. If there were no funds expended for a particular settlement, put 0.

Note: Due to delays with receiving settlement funds, multiple payments were made for the Janssen and Distributor settlements within the 2022-2023 fiscal year. Please indicate the total amount expended for the below settlements within FY 22-23.

	CA Abatement Account Funds Expended in SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

5. Plaintiff Subdivision

This section will cover information about Plaintiff Subdivisions.

Is your Participating Subdivision also a Plaintiff Subdivision?

A Plaintiff Subdivision is a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

- O Yes
- O No

(If No is answered above, skip to Section 10.)

6. California Subdivision Fund - Payments

This section will cover settlement dollars received as well as interest earned from settlement accounts that were allocated to the California Subdivision Fund.

1. List all **settlement dollars received as payments** to your California Subdivision Fund by each settlement. If there were no payments made for a particular settlement, write in 0.

Note: Due to delays with receiving settlement funds, multiple payments were made for the Janssen and Distributor settlements within the 2022-2023 fiscal year. Please indicate the total amount received for the below settlements within FY 22-23.

	CA Subdivision Payments Received in SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

2. List **interest earned** from your California Subdivision Fund by each settlement. If no interest was earned, please write in 0.

	CA Subdivision Fund Interest Earned in SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

Reallocations To Other Participating Subdivisions

Participating Subdivisions may agree to reallocate their shares of the California Subdivision Funds among themselves, provided that any direct distribution may only be to a Participating Subdivision and any Participating Subdivision must agree to their share being reallocated.

3. Did you reallocate any of your Participating Subdivision's funds received from the Settlement Administrator from the period of July 1, 2022 - June 30, 2023 from the **California Subdivision Fund** to another Participating Subdivision?

O Yes

O No

(Answer this if yes to question above.)

3a. For the **California Subdivision Fund**, enter the exact amount of funds that your Participating Subdivision **reallocated to** other Participating Subdivisions from the period of July 1, 2022 - June 30, 2023. Please list all reallocations individually below.

Number	Participating Subdivision that received the reallocated funds	Amount reallocated	Which Settlement Agreement were funds reallocated from?
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Reallocations Received From Other Participating Subdivisions

Participating Subdivisions may agree to reallocate their shares of the California Subdivision Funds among themselves, provided that any direct distribution may only be to a Participating Subdivision and any Participating Subdivision must agree to their share being reallocated.

4. Did you **receive** any of funds from another Participating Subdivision's during the period of July 1, 2022 - June 30, 2023 from the **California Subdivision Fund**?

O Yes

O No

(Answer this if yes to question above.)

4a. For the **California Subdivision Fund**, enter the exact amount of funds that your Participating Subdivision **received from** other Participating Subdivisions from the period of July 1, 2022 - June 30, 2023. Please list all transfers individually below.

Number	Participating Subdivision that you received funds from	Amount reallocated	Which Settlement Agreement were funds reallocated to?
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

7. California Subdivision Account - Expenditures

In this section, Participating Subdivisions will report their expenditures of all opioid settlement funds from the California Subdivision Fund.

List all settlement dollars **expended from your California Subdivision Fund** by each settlement. If there were no funds expended for a particular settlement, put 0.

Note: Due to delays with receiving settlement funds, multiple payments were made for the Janssen and Distributor settlements within the 2022-2023 fiscal year. Please indicate the total amount expended for the below settlements within FY 22-23.

	CA Subdivision Funds Expended in SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

8. Past Opioid-Related Expenses

Did your Plaintiff Subdivision spend any California Subdivision funds on past opioid-related expenses, including legal costs?

O Yes

O No

(Answer if yes to question above.) California Subdivision funds spent on past opioid related expenses, including legal costs, must be reported to the settlement funds administrator BrownGreer.

Has your Plaintiff Subdivision reported expenditures on past opioid-related expenses, including legal costs, to BrownGreer?

O Yes

O No

9. Non-Opioid Remediation Expenses

Plaintiff Subdivisions must also report total expenditures for activities that do not qualify as opioid remediation to BrownGreer every six months, by June 30th and December 31st each year.

Enter the total expenditures from your Plaintiff Subdivision's California Subdivision Fund expended for activities that do not qualify as opioid remediation. Please enter a dollar amount.

_____

10. Administrative Expenses

Pursuant to Section 1 of the settlement agreements, qualifying expenditures may include reasonable related administrative expenses. Please refer to DHCS Administrative Costs policy for additional guidance.

What amount of your total allocation from the **California Abatement Account** was spent on administrative costs? Please list the total administrative expenses for each opioid settlement your Participating Subdivision received.

	Administrative Expenses for SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

(Answer only if you answered "Yes" in Section 5.) What amount of your total allocation from the **California Subdivision Fund** was spent on administrative costs? Please list the total administrative expenses for each opioid settlement your Participating Subdivision received.

	Administrative Expenses for SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

I acknowledge that Participating Subdivisions may not exceed a cap of 10% of the total allocation from the California Abatement Account for administrative costs.

Sign: _____

11. Allowable Expenses Reporting

In this section, Participating Subdivisions will be asked to categorize expenditures by activities and by Exhibit E allowable expenses. Please read the Allowable Expenses document prior to completing this section.

Programs or Activities are defined as specific projects or uses of opioid settlement funds. Programs may be a set of related activities to accomplish a project or outcome. Activities may be smaller scale or a singular use of funds. For example, a program may be a syringe exchange program while an activity may be passing out flyers for prevention education.

Examples of program or activity names and descriptions:

- Activity or Program Name: Naloxone purchase
  - Activity or Program Description: Our Participating Subdivision purchased 1,200 units of naloxone in February 2023 to distribute to unhoused individuals in Los Angeles City during a community distribution event led by a county community partner, Harm Reduction Organization.
- Activity or Program Name: Expanded a recovery treatment center
  - Activity or Program Description: Our Participating Subdivision expanded a recovery treatment center by adding two additional staff members and expanded the physical building to include extra rooms and beds.
- Activity or Program Name: Expanded syringe services in San Francisco City
  - Activity or Program Description: Our Participating Subdivision expanded safe syringe services in San Francisco City by installing safe syringe disposal units across the city. We also purchased safer drug use supplies to distribute at syringe exchanges and harm reduction centers in the city.

How many total activities or programs will you be reporting on for the SFY 2022-2023 (period of July 1, 2022 - June 30, 2023)? Please enter a number.

_____

11. Allowable Expenses Reporting

Answer the following set of questions for each activity or program and you will be reporting on.

Please answer the following questions for **Activity #1.**

1. Activity or Program Name:

_____

2. Activity or Program description (2-4 sentences):

_____

_____

_____

_____

3. List how much money was spent on this activity or program from your **California Abatement Account** by each settlement. If no money was spent from certain settlements, please write in 0.

	Funds Expended in SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

4. List how much money was spent on this activity or program from your **California Subdivision Fund** by each settlement. If no money was spent from certain settlements, please write in 0.

	Funds Expended in SFY 22-23
Allergan	
CVS	
Distributors	
Janssen	
Teva	
Walgreens	
Walmart	

5. Activity Start Date (mm/dd/yyyy):

_____

6. List all local agencies or organizations who were given funds to implement this activity/program:

_____

_____

_____

_____

7. Select all Allowable Expenditure types that apply for this activity.

(In this section, Participating Subdivisions will be asked to categorize their activities by the list of approved uses in Exhibit E, including subcategories, of the settlement agreements. Subcategories are not listed in this PDF. Please review Exhibit E before completing this section to review the subcategories.)

- » ☐ Treat Opioid Use Disorder (OUD)
- » ☐ Support People in Treatment and Recovery

- ▢ Connect People Who Need Help to the Help They Need (Connections to Care)
- ▢ Address the Needs of Criminal Justice-Involved Persons
- ▢ Address the Needs of Pregnant or Parenting Women and Their Families, Including Babies with NAS
- ▢ Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
- ▢ Prevent Misuse of Opioids
- ▢ Prevent Overdose Deaths and Other Harms (Harm Reduction)
- ▢ First Responders
- ▢ Leadership, Planning and Coordination
- ▢ Training
- ▢ Research
- ▢ Other

No less than fifty percent (50%) of the funds received by a Participating Subdivision from the Abatement Accounts Fund in each calendar year must be used for one or more of the High Impact Abatement Activities (HIAA).

Which, if any, High Impact Abatement Activities does activity #1 meet?

Select all that apply and provide no more than 200 words to describe how this activity meets the selected High Impact Abatement Activity.

▢ **HIAA 1:** Provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program

Please describe: _____

▢ **HIAA 2:** Creating new or expanded Substance Use Disorder (SUD) treatment infrastructure

Please describe: _____

☐ **HIAA 3:** Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD

Please describe: _____

☐ **HIAA 4:** Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction

Please describe: _____

☐ **HIAA 5:** Interventions to prevent drug addiction in vulnerable youth

Please describe: _____

☐ **HIAA 6:** The purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

Please describe: _____

☐ This activity is not a High Impact Abatement Activity and do not meet the criteria as defined above.

(Answer if HIAA 3 is selected.) You selected: "HIAA 3: Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD"

Please describe the population(s) this activity or program serves:

_____

_____

(Answer if HIAA 4 is selected.) You selected: "HIAA 4: Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for

outreach, diversion and deflection, employability, restorative justice, and harm reduction"

Please describe the population(s) this activity or program serves:

_____

_____

(Answer if HIAA 5 is selected.) You selected: "HIAA 5: Interventions to prevent drug addiction in vulnerable youth"

Please describe the population(s) this activity or program serves:

_____

_____

Please add anything else you would like to share about activity #1:

_____

_____

12. Additional Activities

Do you have any other activities to report on?

O Yes

O No

(If No, skip to Section 13.)

(If yes, answer this question.) How many more activities do you need to report for SFY 2022-2023 (period of July 1, 20223 – June 30, 2024)? Please enter a number.

_____

12. Additional Allowable Expenses Reporting

Answer the following set of questions for each activity or program and you will be reporting on.

(If yes was selected above, repeat flow of Allowable Expenses Reporting pages 17-35 above for each additional activity.)

13. Planned Activities Reporting for SFY 2023 - 2024

In this section, Participating Subdivisions will report their planned activities for opioid settlement funds for the State Fiscal Year 2023-2024.

Participating Subdivisions will be asked to categorize planned expenditures by activities and by Exhibit E Allowable Expenses. Please read the Allowable Expenses document prior to completing this section.

Programs or Activities are defined as specific projects or uses of opioid settlement funds. Programs may be a set of related activities to accomplish a project or outcome. Activities may be smaller scale or singular uses of funds. For example, a program may be a syringe exchange program while an activity may be passing out flyers for prevention education.

---

1. Does your Participating Subdivision plan to **maintain the same activities** in the SFY 2023 – 2024 (period of July 1, 2023 – June 30, 2024)?

- O Yes
- O No
- O Unsure

2. Does your Participating Subdivision plan to **add or change new activities** in the SFY 2023-2024 (period of July 1, 2023 – June 30, 2024)?

- O Yes
- O No

(If Yes to 1. AND No to 2 to the questions above, then skip to Section 15. Technical Assistance.

Any other combinations of answers, please proceed to Section 14. Planned Activities Reporting.)

14. Planned Activities Reporting

This section is where your Participating Subdivision will note planned activities and programs for the upcoming fiscal year.

Please answer the following questions for planned **activity #1.**

1. Activity or Program Name:

_____

2. Activity or Program description (2-4 sentences):

_____

_____

_____

5. Select all Allowable Expenditure types that apply for this activity. In this section, **(In this section, Participating Subdivisions will be asked to categorize their activities by the list of approved uses in Exhibit E, including subcategories, of the settlement agreements. Subcategories are not listed in this PDF. Please review Exhibit E before completing this section to review the subcategories.)**

- ☐ Treat Opioid Use Disorder (OUD)
- ☐ Support People in Treatment and Recovery
- ☐ Connect People Who Need Help to the Help They Need (Connections to Care)
- ☐ Address the Needs of Criminal Justice-Involved Persons
- ☐ Address the Needs of Pregnant or Parenting Women and Their Families, Including Babies with NAS
- ☐ Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
- ☐ Prevent Misuse of Opioids
- ☐ Prevent Overdose Deaths and Other Harms (Harm Reduction)

- » ☐ First Responders
- » ☐ Leadership, Planning and Coordination
- » ☐ Training
- » ☐ Research
- » ☐ Other

No less than fifty percent (50%) of the funds received by a Participating Subdivision from the Abatement Accounts Fund in each calendar year must be used for one or more of the High Impact Abatement Activities (HIAA).

Which, if any, High Impact Abatement Activities does planned activity #1 meet?

Select all that apply and provide no more than 200 words to describe how this activity meets the selected High Impact Abatement Activity.

☐ **HIAA 1:** Provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program

Please describe: _____

☐ **HIAA 2:** Creating new or expanded Substance Use Disorder (SUD) treatment infrastructure

Please describe: _____

☐ **HIAA 3:** Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD

Please describe: _____

☐ **HIAA 4:** Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction

Please describe: _____

☐ **HIAA 5:** Interventions to prevent drug addiction in vulnerable youth

Please describe: _____

☐ **HIAA 6:** The purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

Please describe: _____

☐ This activity is not a High Impact Abatement Activity and do not meet the criteria as defined above.

(Answer if HIAA 3 is selected.) You selected: "HIAA 3: Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD"

Please describe the population(s) this activity or program serves:

_____

_____

_____

(Answer if HIAA 4 is selected.) You selected: "HIAA 4: Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction"

Please describe the population(s) this activity or program serves:

_____

_____

_____

(Answer if HIAA 5 is selected.) You selected: "HIAA 5: Interventions to prevent drug addiction in vulnerable youth"

Please describe the population(s) this activity or program serves:

_____

_____

_____

Please add anything else you would like to share about planned activity #1:

_____

_____

_____

15. Technical Assistance

Does your Participating Subdivision want technical assistance on how to spend opioid settlement funds?

O Yes

O No

DHCS has created several resources for technical assistance and has an official TA request form where Participating Subdivisions can request consultation and assistance in how to spend their opioid settlement funds. These resources can be found on the DHCS OSF website. Please see the following technical assistance (TA) request form below. Please use the TA Request Form to formally submit a request for technical assistance or consultation.

- Technical Assistance Request Form

16. Attestations

I certify and attest on behalf of my Participating Subdivision that no less than fifty percent (50%) of the funds received from the California Abatement Account were used for one or more of the High Impact Abatement Activities:

Sign: _____

I certify and attest on behalf of my Participating Subdivision that all funds received have been used in compliance with the requirements of the National Settlement Agreements and State Subdivision Agreements. Final versions of these agreements can be found on the CA Attorney General's website: https://oag.ca.gov/opioids

Sign: _____

I certify and attest on behalf of my Participating Subdivision that everything reported on this Opioid Settlement Funds Expenditure Reporting Form is true and correct:

Sign: _____

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

---

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Organization Contact Information

Elizabeth McNamara MD
emcnamara@bartonhealth.org
Jacob Marquette DO
jmarquette@bartonhealth.org

Barton Healthcare
2170 South Ave
South Lake Tahoe CA 96150

Barton Opioid Use Disorder (OUD) services description, and intended use of funds

Through Barton Healthcare and with funding from the California Bridge and State Opioid Response grants, Barton now has two years of experience with development and application of coordinating Substance Use Navigator (SUN) services. The services the SUN provides require additional funding to ensure continued availability to our patient population, now and into the future. The SUN coordinates care for patients with Substance Use Disorder (SUD), specifically Opioid Use Disorder (OUD), connecting them to care and facilitating treatment as well as providing support for those in treatment and recovery. The SUN position supports rapid access to buprenorphine in the Emergency Department and rapid follow up in the outpatient setting for patients started on buprenorphine, through a connected Rural Health Clinic (RHC). The SUN also provides harm reduction through various means including naloxone distribution. The SUN is an integral part of the OUD services Barton provides to the community.

Barton's Addiction Medicine Task Force (AMTF) was developed in response to the need for multidisciplinary cooperation in providing SUN services. The AMTF consists of the SUN, the physician clinical director of the SUN program, the addiction medicine physician overseeing outpatient care, the Emergency Department Nursing Supervisor, and the Operations Manager of Population Health.

The SUN interacts with, on average, 40 patients a month and coordinates care for nearly 80 patients a month (July 2022-March 2023 data). Compared to other similarly sized hospitals, Barton OUD services have about 50% more navigator encounters and significantly more buprenorphine treatment. The navigator has been proven to improve treatment retention and follow-up rates in patients with OUD. Through providing SUN services we have also formed a close partnership with our outpatient treatment clinic and the SUN sees patients in the ED, inpatient, and outpatient settings. The SUN is part of a multidisciplinary team that promotes and directs these addiction treatment services in our healthcare system.

OUD services at Barton are coordinated by the SUN in the Hospital and Outpatient settings. Outpatient services at the connected Rural Health Clinic (RHC) or Barton Community Health Center currently provided include addiction medicine clinic visits (staffed by physicians and advanced practice providers as well as an addiction medicine physician), medications for OUD including long acting injectable Buprenorphine/Naltrexone, OUD program specific substance use therapist, infectious disease testing, HIV PreP, Hepatitis C treatment, and naloxone distribution.

In addition to supporting the ongoing above services, Barton's AMTF is working toward the expansion of them; specific needs at this time include social services expansion with cognitive behavioral therapy for substance use disorders/co-occurring mental health diagnoses, provision of wrap around services, harm reduction durables for circulation/syringe service program and a more succinct local pathway from incarceration to opioid treatment.

Barton's overarching goals are to continue to provide coordinated care for patients through the use of a SUN, rapid access to medications such as buprenorphine, and conjunctive treatment to support treatment and recovery for OUD throughout the local community. This is the only program of this sort in South Lake Tahoe and we are the only facility currently providing OUD treatment services. Funding for these services is needed for continued sustainability and growth. Barton appreciates your review of services and request for funds.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:23

Agenda Item: Ordinance Requiring Good Faith Effort for Local Hiring on Public Works Projects (First Reading)

Executive Summary: At the City Council meeting on April 4, 2023, City Council requested that staff bring back an ordinance to encourage local hiring on public works projects awarded on a lowest responsible bidder basis, and to include consideration of local hiring as one of the criteria for public works projects awarded on a best value basis. The proposed ordinance would establish a good faith effort goal of 15 percent local hiring from the Lake Tahoe Basin portion of El Dorado County.

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 3, Chapter 3.45, Article II (Public Contracts and Uniform Public Construction Cost Accounting Act) to require a good faith effort for local hiring on public works projects, and refer second reading and adoption to the November 21, 2023, meeting.

Responsible Staff Member: Heather Stroud, City Attorney

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

Attachments:

01-Staff Report - Local Hire Ordinance.docx
02-Ordinance - Local Hire.docx
03 - Redline Ordinance - Local Hire.pdf

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

Meeting Date: November 7, 2023

Title: Ordinance Requiring Good Faith Effort for Local Hiring on Public Works Projects (First Reading)

Location: Citywide

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Background: At the City Council meeting on April 4, 2023, City Council requested that staff bring back an ordinance to encourage local hiring on public works projects awarded on a lowest responsible bidder basis, and to include consideration of local hiring as one of the criteria for public works projects awarded on a best value basis.

Issue and Discussion: Local preference requirements for public works contracts are subject to constitutional provisions that generally prohibit discrimination against out-of-area workers. *United Building & Construction Trades Council v. City of Camden*, 465 U.S. 208 (1984) (invalidating Camden's local hire requirement). City Council would need to make findings to establish the preference is rationally related to a legitimate governmental interest, for example that local employees are disadvantaged for some reason from being hired.

Staff has researched local hire ordinances implemented by other cities in California and has drafted a recommended ordinance amendment that can be justified by our local conditions. Staff recommends that contractors on public works projects over $200,000 in value be required to make a good faith effort towards a 15 percent local hire threshold. This threshold would be reached where the contractor is able to hire individuals who are residents of the Lake Tahoe Basin portion of El Dorado County in sufficient numbers so that no less than 15 percent of the contractor's total construction work force, including any subcontractors, measured in labor work hours, are local residents. This provision would apply to contracts awarded on a lowest responsible bidder basis.

For contracts awarded on a best value basis, such as certain design-build contracts, staff recommends that a contractor's good faith effort to meet the 15-percent local hire threshold be included as one of the evaluation criteria.

The proposed ordinance includes City Council findings that support these provisions, including the seasonably variable unemployment rate in the South Lake Tahoe area because of the prevalence of visitor-serving industries, the need for economic diversification, the relatively high poverty rate in South Lake Tahoe when compared to El Dorado County as a whole, and the geographic isolation of South Lake Tahoe from major employment centers.

Financial Implications: Adding local hire provisions applicable to public works projects could increase the cost these contracts if contractors' cost of providing services increases and is passed onto the City through higher bids and proposals.

Environmental Considerations: The proposed ordinance is not a "project" subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) (general policy and procedure making related to the City's procurement of public works projects).

Policy Implications: The proposed ordinance is consistent with Priority 4 (Economic Development) of the 2021-2026 Strategic Plan, specifically Priority 4.1 (Economic Diversification Strategy) and Priority 4.3 (Resident Retention and Workforce Development).

Ordinance 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 21, 2023

An Ordinance Amending South Lake Tahoe City Code Title 3, Chapter 3.45, Article II (Public Contracts and Uniform Public Construction Cost Accounting Act) to Require a Good Faith Effort for Local Hiring on Public Works Projects

FINDINGS

A. On April 4, 2023, City Council received a presentation from staff regarding potential amendments to the Purchasing Ordinance regarding apprenticeship, healthcare, and local hire provisions for public works contracts, at which time City Council directed staff to bring back an ordinance to encourage local hiring on public works projects awarded on a lowest responsible bidder basis, and to include consideration of local hiring as one of the criteria for public works projects awarded on a best value basis.

B. The unemployment rate in the South Lake Tahoe area is affected by seasonal impacts from visitor-serving industries. This points to the need for economic diversification to provide more year-round employment for area residents.

C. The construction industry can provide a family-supporting wage in South Lake Tahoe, where the poverty rate is 15.5 percent, which is significantly higher than the El Dorado County-wide poverty rate of 9.8 percent (Sierra Business Council, Sierra Comprehensive Economic Development Strategy 2018-2022).

D. South Lake Tahoe is geographically isolated from major employment centers such that local construction workers often have to travel to find work, which can have negative impacts on family and quality of life.

E. The purpose of this ordinance is to encourage contractors on larger City of South Lake Tahoe public works projects to hire residents of the South Lake Tahoe area in order to provide job opportunities to local residents and expand and diversify South Lake Tahoe's employment base.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. South Lake Tahoe City Code Section 3.45.120 is hereby amended to read as follows:

3.45.120 Formal competitive bidding.

A. Monetary Limit. Public projects of greater than $200,000 shall be bid in accordance with the procedures set forth in Public Contract Code Section 22037 et seq. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. Local Hire. Unless such provision would conflict with a state or federal law or grant requirement applicable to a particular contract for a public project, contracts for public projects subject to formal competitive bidding shall contain provisions requiring the contractor to make a good faith effort to hire individuals who are residents of the Lake Tahoe Basin portion of El Dorado County in sufficient numbers so that no less than 15 percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, are such residents.

SECTION 2. South Lake Tahoe City Code Section 3.45.165(E) is hereby amended to read as follows:

E. For design-build projects awarded on the basis of best value, proposals shall be evaluated on the basis of price, technical design and construction expertise, life-cycle costs over 15 or more years, and other factors within the city's discretion that are included in the request for proposals, including whether the design-build entity has made a good faith effort to hire individuals who are residents of the Lake Tahoe Basin portion of El Dorado County in sufficient numbers so that no less than 15 percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, are such residents. The city may request proposal revisions and hold discussions and negotiations with responsive proposers in accordance with procedures set forth in the request for proposals.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Council finds that adoption of the proposed Ordinance is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because the Ordinance is general policy and procedure making related to the City's procurement of public works projects.

SECTION 5. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. This Ordinance shall become effective thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on November 21, 2023 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: November 7, 2023
Published:
Second Reading: November 21, 2023
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.

Chapter 3.45
PURCHASING

Article II. Public Contracts and the Uniform Public Construction Cost Accounting Act

3.45.100 Requirements for public projects.
Awarding contracts for public projects shall be in accordance with the Uniform Public Construction Cost Accounting Act (the "Act") (Public Contract Code Section 22000 et seq. or any successor provision thereto) for all public projects except design-build projects under SLTCC 3.45.165 and those in which grant funds require alternate bidding procedures.

3.45.105 Prequalification.
A. The city may require each prospective bidder for a contract to submit a standardized questionnaire and financial statement in the form specified by the director of public works.

B. The city may establish a process for prequalifying prospective bidders on a quarterly basis, and a prequalification pursuant to this process shall be valid for one calendar year following the date of initial prequalification. The director of public works is authorized to establish such a quarterly prequalification process.

C. A prospective bidder may appeal its prequalification rating for a contract to the director of public works in accordance with this subsection and procedures consistent with this section issued by the director of public works.

1. Upon request of the prospective bidder, the director of public works shall provide notification to the prospective bidder in writing of the basis for the prospective bidder's disqualification and any supporting evidence that has been received from others or adduced as a result of investigation by the city.

2. Prior to the closing time for receipt of bids, the prospective bidder shall provide to the director of public works in writing any rebuttal evidence as to why the prospective bidder should be found qualified.

3. If the prospective bidder does not avail itself of this process, the proposed prequalification rating may be adopted without further proceedings.

3.45.110 Director of public works authority.
A. Public project contracts of $60,000 or less may be executed by the director of public works or his or her designee by force account, negotiated contract, or purchase order. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. Public project contracts of $200,000 or less may be executed by the director of public works or his or her designee in accordance with the provisions of this article. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.120 Formal competitive bidding.
A. Monetary Limit. Public projects of greater than $200,000 shall be bid in accordance with the procedures set forth in Public Contract Code Section 22037 et seq. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. Local Hire. Unless such provision would conflict with a state or federal law or grant requirement applicable to a particular contract for a public project, contracts for public projects subject to formal competitive bidding shall contain provisions requiring the contractor to make a good faith effort to hire individuals who are residents of the Lake Tahoe Basin portion of El Dorado County in sufficient numbers so that no less than 15 percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, are such residents.

3.45.130 Informal bidding.

A. Monetary Limit. Public contracts of $200,000 or less may be let to contract by informal procedures as set forth in this section. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. Contractors List. The city shall maintain a contractors list and contractors shall be selected to perform public projects in accordance with the provisions of Public Contract Code Section 22034.

C. Notice Inviting Informal Bids. Not less than 10 calendar days before bids are due, the city will mail notices inviting informal bids to all contractors on the contractors list and/or all trade journals specified in Public Contract Code Section 22034(b).

a. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

c. The notice inviting informal bids shall include specifications that describe the public project with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required.

3.45.140 Waiver of irregularities and rejection of bids.

A. At its discretion, the city may waive any irregularity in any bid received and award the contract.

B. At its discretion, the city may reject all bids presented and may readvertise the project.

C. At its discretion, the city may abandon the project.

3.45.150 Lowest responsible bidder.

Contracts for public projects shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses. In determining the lowest responsible bidder, the following factors may be considered in addition to price:

A. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

B. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;

C. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;

D. The ability of the bidder to provide future maintenance for service for the public project.

3.45.160 Prohibition against splitting projects.
It shall be unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading the requirements of the Act.

3.45.165 Design-build contracts.
A. The purpose of this section is to authorize and provide guidelines for the award and use of "design-build contracts," which means a public project procurement method in which both the design and construction of the project are procured from a single entity, in accordance with Public Contract Code Section 22160 et seq. This section shall be effective until January 1, 2025, unless the authorizing statute is extended, in which case this section shall be effective so long as Public Contract Code Section 22160 et seq. is in effect.

B. Design-build procurement may be used for public projects in excess of $1,000,000 consisting of the construction of a building or buildings and improvements directly related thereto and park and recreational facilities, and may not be used for construction of other infrastructure including, but not limited to, streets and highways.

C. The city shall prepare and issue a request for qualifications to prequalify or short-list the design-build entities. The request for qualifications shall include an identification of basic scope and needs of the project, the expected cost range, the methodology that will be used to evaluate proposals, the procedure for final selection of the design-build entity, technical design and construction expertise, acceptable safety record, and all other nonprice-related factors. The city shall use a standard template request for statements of qualifications that shall require the information from design-build entities required by Public Contract Code Section 22164(b)(3).

D. The city shall issue a request for proposals to prequalified or short-listed design-build entities which sets forth the scope of the project that may include the size, type, and desired design character of the buildings and site and performance specifications. Performance specifications should describe the quality of materials, equipment, and workmanship, preliminary plans or building layouts, and other information deemed necessary to adequately describe the city's needs. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California. The request for proposals shall also set forth the estimated price, methodology used to evaluate proposals, and whether the contract will be awarded on the basis of lowest responsible bidder or best value.

E. For design-build projects awarded on the basis of best value, proposals shall be evaluated on the basis of price, technical design and construction expertise, life-cycle costs over 15 or more years, and other factors within the city's discretion that are included in the request for proposals, including whether the design-build entity has made a good faith effort to hire individuals who are residents of the Lake Tahoe Basin portion of El Dorado County in sufficient numbers so that no less than 15 percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, are such residents. The city may request proposal revisions and hold discussions and negotiations with responsive proposers in accordance with procedures set forth in the request for proposals.

F. Any architectural firm, engineering firm, specialty consultant, or individual retained by the city to assist in the development of plans, designs, performance standards, or the request for proposals shall not be eligible to submit a proposal as a design-build entity or join a design-build team.

G. The design-build entity shall provide payment and performance bonds for the project in the form and amount required by the city, and issued by a California-admitted surety. Final design plans shall be signed and sealed by a California-registered professional engineer or architect for the required disciplines. The design-build entity shall provide errors and omissions insurance for the design elements of the project.

H. The city may identify specific types of subcontractors that must be included in the statement of qualifications and proposal. All construction subcontractors identified in the proposal shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq. Alternatively, if construction subcontractors are not identified in the proposal, the design-build entity shall specify the specific types of subcontractors and construction trades, and following award, for all construction subcontracts with a value exceeding one-half of one percent of the contract price allocated to construction work, the design-build entity shall provide public notice of availability of work to be subcontracted, including a fixed date and time on which qualification statements, bids, or proposals will be due, establish reasonable qualification criteria and standards, and award the subcontract on the basis of either best value or lowest responsible bidder.

3.45.170 Change orders.

The director of public works is delegated authority to approve, without seeking new bids, contract change orders to public projects up to the combined amounts authorized in this chapter so long as the combined amounts are within the approved project budget.

3.45.180 Emergencies.

In cases of emergency, when repair or replacements are necessary, the governing body may proceed to replace or repair any public facility by complying with Public Contract Code Section 22050.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:24

Agenda Item: Mid-Town Area Plan Discussion and Direction

Executive Summary: City staff is requesting direction from City Council on the three Options for preparation of the Mid-Town Area Plan.

Requested Action / Suggested Motions: Pass a Motion directing the City Manager to either: (1) bring back a resolution at a future meeting to appropriate funds to complete the Mid-Town Area Plan as initially proposed with the assistance of a consulting team; 2) Limit the Mid-Town Area Plan to only the Bijou/Al Tahoe Community Plan and the Sierra Tract Commercial Plan Area Statement and either (a) prepare a separate Master Plan for Bijou Park and Golf Course; or (b) In lieu of a Master Plan for Bijou Park, prepare a focused Implementation Plan for Bijou Park and Golf Course.

Responsible Staff Member: John Hitchcock, Planning Manager

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

Attachments:

01-Staff_Report_-_Mid-Town_Area_Plan.docx
02-Map Mid-Town Area Plan.pdf

City of South Lake Tahoe
Report to
City Council

Meeting Date: November 7, 2023

Title: Mid-Town Area Plan Discussion and Direction

Location: Mid-Town (see attachment 02, location map)

Responsible Staff Member: John Hitchcock, Planning Manager (530) 542-7472

Background: The City Council's Strategic Plan Priority 1, Built Environment, Action Item 1.2 is the revitalization of the Mid-Town area. The City is undertaking the development of the Mid-Town Area Plan to guide future land uses and development to meet the needs of residents, businesses, visitors, and the environment. The Mid-Town Area Plan will leverage the adopted 56-acre master plan and existing infrastructure at Lakeview Commons and Harrison Avenue to further transform mid-town into a recreation, arts, and community hub.

The Strategic Plan directs the City to prepare an Area Plan for the Bijou/Al Tahoe, Sierra Tahoe Commercial, Bijou Community Park, and Bijou Meadow/Golf Course areas. The Mid-Town Area Plan would provide land use guidance for all future redevelopment and development opportunities in the Mid-Town area.

Issue and Discussion: Like past Area Plan planning efforts (i.e., Tourist Core and Tahoe Valley), the Development Service Department initially proposed to prepare the Area Plan primarily with internal staffing and secondary consultant assistance. Funding was allocated in the FY 2022-2023 Budget to fund a Senior Planner for a two-year term to lead the planning effort. The Senior Planner's responsibility would have been to manage the planning process and public outreach and deliver a Mid-Town Area Plan for the City's Council consideration within the projected timeframe.

The City advertised the Senior Planner position but received no applications. As a result, a decision was made to solicit a full-service consulting firm that could provide planning and environmental services to lead the planning effort, conduct public outreach, and deliver a transformative Mid-Town Area Plan.

On April 4, 2023, City Planning staff brought the Professional Services Agreement and a request for funding appropriation to the City Council for consideration and approval. During deliberation, Council members expressed concerns with the contract cost and inquired about the feasibility of City staff preparing the Area Plan. The ability to prepare the Area Plan internally is feasible if the Development Services Department successfully recruits a Senior Planner with long-range planning expertise. As mentioned above, the Department was not successful in recruiting a Senior Planner, likely due to the limited two-year term. The Council further inquired if there were other planning efforts that the Senior Planner could be assigned if the position was converted to full-time. The Director of Development Services responded that there is an adequate workload to

support a full-time position. After further deliberations, the City Council directed the City Manager to recruit a full-time Senior Planner.

The City promptly advertised for the position. On July 11, 2023, the City invited seven candidates to participate in an interview. Four candidates were invited back for a second internal interview with the Development Services Department. After conducting the internal interviews, only one candidate was deemed to have the requisite skills, knowledge and experience to fulfill the position. An official offer was made with a projected August 28, 2023 starting date. However, the candidate withdrew their name from consideration due to unforeseen circumstances.

Without any viable candidates for the Senior Planner position, staff is requesting the City Council consider the following options and provide direction to staff to implement the Council's strategic priority for the built environment.

Option 1 Mid-Town Area Plan

Appropriate funds to complete the Mid-Town Area Plan as initially proposed with the assistance of a consulting team. The consultant team would lead the planning effort, including outreach and public engagement efforts, policy and design standard development, develop conceptual land use visions, draft implementation policies, and prepare the environmental analysis. The Planning Manager would manage the contract and the consultant team.

Adopting the Mid-Town Area Plan would provide height, coverage, and density incentives for redeveloping the Mid-Town to meet the needs of residents, businesses, visitors, and the environment. Without adopting a new area plan for the Mid-Town, the applicable standards of the Bijou/Al Tahoe Community Plan, which was adopted in 1995, would continue to apply to any future projects.

Option 2(a) Mid-Town Area Plan Only and Separate Park Master Plan

Limit the Mid-Town Area Plan to only the Bijou/Al Tahoe Community Plan and the Sierra Tract Commercial Plan Area Statement. A separate Master Plan would be prepared for the park and the golf course. Although this option would reduce the overall consultant cost for the Mid-Town Area Plan, the cost of conducting a separate planning process for Bijou Park and the Golf Course is unknown at this time. By separating the planning process, the City would also lose the benefit of only preparing one environmental analysis.

In addition, without an area plan for Bijou Park and the Golf Course, the benefits of creating an alternative comprehensive coverage management system for future park and golf course improvements would not be available.

This option will require a revised scope of work and a new cost estimate for the Mid-Town Area Plan.

Option 2(b) Mid-Town Area Plan Only and Focused Park Implementation Plan

This option is similar to Option 2(a) above; however, in lieu of a Master Plan, a focused Implementation Plan for Bijou Park and Gold Course would be prepared. The Implementation

Plan would focus on needed improvements at the golf course and park, alternative parking solutions, and resolving parking conflicts.

A focused Implementation Plan would take less time to prepare than a Master Plan and would likely not require the preparation of an environmental analysis. However, the cost of preparing a plan is unknown at this time.

Similar to Option 2(a), this option would not benefit from specific development incentives provided with the adoption of an area plan.

This option will require a revised scope of work and a new cost estimate for the Mid-Town Area Plan.

The implications of not moving forward with an Area Plan are as follows:

- Height, density, and coverage incentives would not be available.

- Beneficial code changes pursued by TRPA would not apply without a Town Center designation, including height, density, parking, and coverage incentives for deed-restricted housing units.

- The applicable standards of the Bijou/Al Tahoe Community Plan would continue to apply. These standards are over 28 years old and do not reflect current sustainability goals or housing goals to promote more housing options in our town center. This community plan was focused primarily on commercial development, and housing was not a priority.

- Any future project not consistent with the standards of the community plan will require a project-specific amendment that TRPA may not support. A general understanding between the City and TRPA was that an Area Plan would be completed to avoid repeated “one-off” amendments.

- The City is also obligated to prepare an Area Plan within four years pursuant to the City and Lake Tahoe Community College (LTTC) agreement when the City loaned 21 residential units of use for constructing onsite deed-restricted student housing. If an Area Plan is not adopted within that timeframe, LTCC is obligated to pay the City the value of the residential units of use.

<u>Option 3 Mid-Town Area Plan</u>

Direct the City Manager to recruit a Senior Planner with the caveat that additional technical assistance from consultants will be required to complete the Mid-Town Area Plan.

Financial Implications: If the Council directs staff to pursue Option 1, the Professional Services Agreement between the City and Design Workshop includes a not to exceed amount of $598,697. In the FY 23/24 budget, the City budgeted $300,000 for the Mid-Town Area Plan in the Professional Services line item in the General Plan account 270-03710-42020, utilizing, for the most part, the accumulated permit maintenance fees revenue. An additional $165,805 allocated

for the Senior Planner position from the fiscal year 2021/2022 General Fund transfer of $250,000 would be transferred to the Professional Services line item for a total of $465,805. The remainder of the balance of $132,892 would be allocated from the General Plan/Community Plan available fund balance, which has an additional available cash balance of approximately $175,000. If the Council were to select either Option 2(a) or Option 2(b), a revised scope of work and new cost estimate would be required.

Environmental Considerations: Providing direction on whether to prepare an Area Plan is not approval of a project subject to review under CEQA Guidelines section 15352(a) because it does not commit the City to a definite course of action. The Mid-Town Area Plan will be subject to CEQA review and that review is part of the scope of work for this agreement. A programmatic Initial Study and Initial environmental Checklist (IS/IEC) is envisioned to be the appropriate environmental document for evaluation of the Area Plan pursuant to CEQA and TRPA Code of Ordinances and Rules of Procedures. Our approach would integrate area planning and environmental review by considering environmental constraints early in the planning process and incorporating appropriate environmental protection measures and enhancements into the area plan to create a self-mitigating plan to the extent feasible. For purposes of this proposal, it is assumed that all potential environmental impacts of the area plan could be mitigated to less-than-significant levels and that the IS/IEC would support a Mitigated Negative Declaration (MND) and a Finding of No Significant Effect (FONSE). If the IS/IEC identified the potential for significant and unavoidable impacts, such that an EIR/EIS is required, the approach to preparing an IS/IEC as proposed by the consultant team could be modified.

Policy Implications: Preparing an Area Plan for the Mid-Town is consistent with the following General Plan policies:

Policy LU-1.2 Smart Growth: The City shall implement Smart Growth principles to create walkable, mixed-use centers, compact and complete neighborhoods, and enhanced gateways and places. Smart Growth Principles include:

- Creating a range of housing opportunities and choices
- Creating walkable neighborhoods
- Encouraging community and stakeholder collaboration
- Fostering distinctive, attractive communities with a strong sense of place
- Making development decisions predictable, fair, and cost-effective
- Providing a mix of land uses
- Preserving open space, natural beauty, and critical environmental areas
- Providing a variety of transportation choices
- Strengthening and directing development to existing communities
- Taking advantage of compact building design

Policy LU-2.2 Community Plan Preparation, Adoption, and Implementation: The City shall periodically update and implement the four Community Plans as a way ot focus development commodities and revitalization efforts.

Policy LU-2.5 Bijou/Al Tahoe Community Plan Area: The City shall encourage the creation of a viable residential neighborhood with appropriate neighborhood amenities and compatible high-quality family-oriented recreation and public facilities, including government offices.

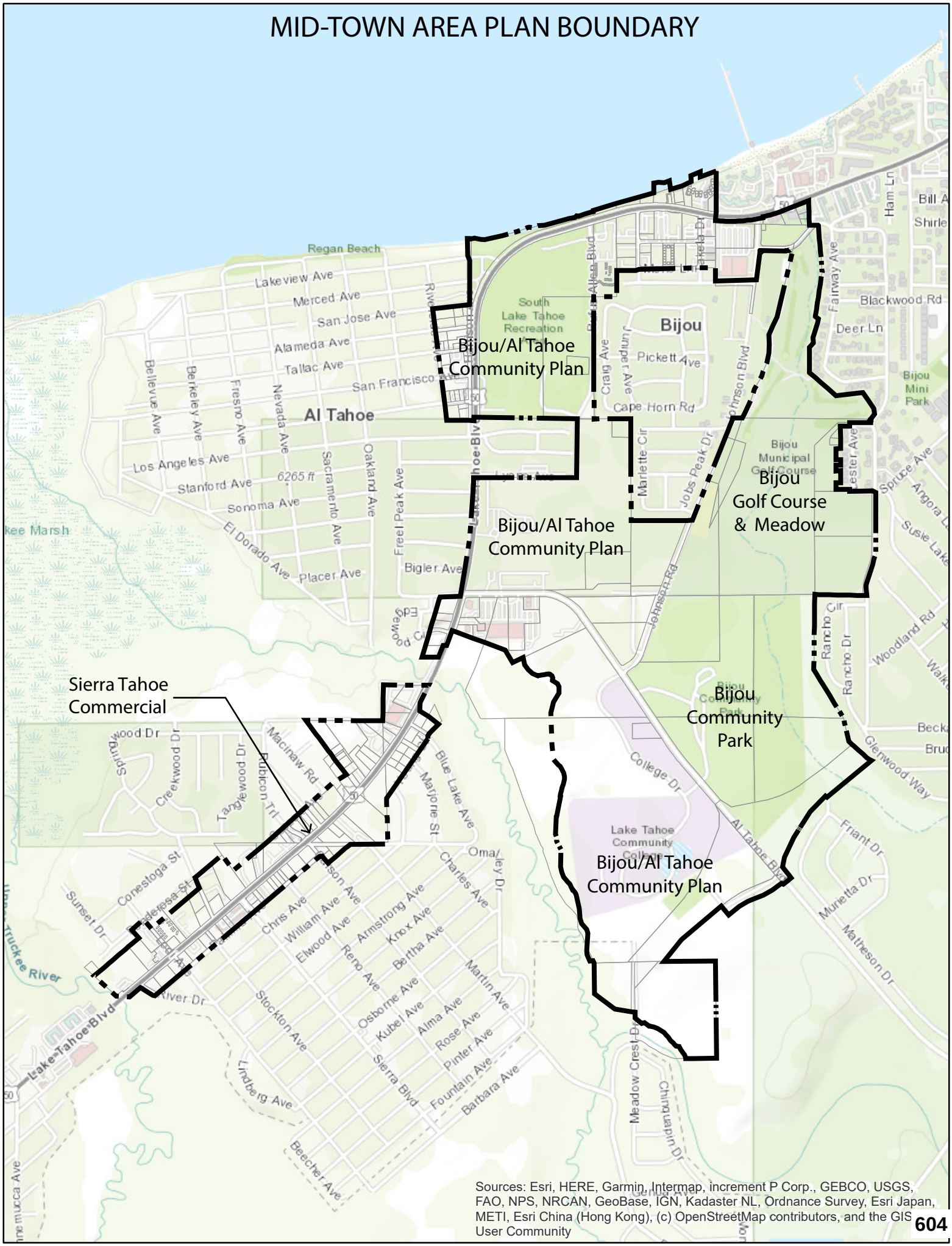
Policy LU-2.8 Community Plan Incentives: The City shall provide permit streamlining, commodity increases, coverage increases, and other similar incentives to encourage the implementation of General Plan goals and policies.

Policy LU-5.3 Commercial Center Enhancement: The City shall encourage the upgrade and/or expansion of existing commercial centers, including improvements to parking and landscaping areas; redesigns to accommodate bicycle, pedestrians, and transit facilities; and remodeling to include "green" technology and improve energy efficiency.

Policy LU-8.14 Art in Public Places: The City shall promote art in public places such as pedestrian areas, tourist accommodation areas, social gathering places, and commercial shopping centers in conformance with a Cultural Arts Master Plan.

Policy LU-11.2 Equal Public Participation: The City shall ensure that all community residents have meaningful opportunities to participate in the decision-making process.

MID-TOWN AREA PLAN BOUNDARY



City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:25

Agenda Item: Revisions to Heavenly Valley Neighborhood Traffic and Parking Plan and Update on Negotiations with Heavenly Resort Related to On-Street Parking Agreement

Executive Summary: 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. Staff organized a public meeting on May 15, 2023, and presented options to the City Council on June 6, 2023, for neighborhood preservations, including reduction of on-street parking in the current Heavenly agreement and restriction of seasonal parking within the Heavenly Valley residential neighborhood with additional No Parking or Residential Parking permit program. On August 8, 2023, the City Council approved No Parking and Residential Parking Zones. Staff has been implementing the approved plan. However, there are minor modifications desired for the No Parking and Residential Parking Zone. In addition, staff has continued to discuss and negotiate with Vail Resorts on the Parking Agreement and will provide an update to the Council regarding the current on-street agreement. This item also provides an option for the City Council to terminate the existing agreement by directing the City Attorney to terminate the agreement with 180-day notice.

Requested Action / Suggested Motions: 1) Pass a Resolution changing no parking and residential parking permit restrictions on sections of Regina Road and Keller Road (replaces Resolution 2023-074); and 2) Pass a Motion directing staff to continue negotiating with Heavenly Resort on amendments to parking agreement and/or provide 180 days' notice to terminate the current parking agreement.

Responsible Staff Member: Anush Nejad, Director of Public Works and David Stevenson, Chief of Police

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

Attachments:

- 01-Staff_Report_-_Heavenly_On-Street_Parking_Agreement .docx
- 02- C-081-2013 Heavenly Parking Agreement
- 03 - Map of On-Street Parking.pdf
- 04 - Resolution No Parking Zones (Replaces Reso 2023-074).docx
- 05 - Heavenly Transit Brochure.pdf
- 06 - Presentation

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

Meeting Date: November 7, 2023

Title: Revisions to Heavenly Valley Neighborhood Traffic and Parking Plan and Update on Negotiations with Heavenly Resort Related to On-Street Parking Agreement

Location: Heavenly Valley Neighborhood

Responsible Staff Member: Anush Nejad, Director of Public Works - (530) 542-6031, David Stevenson, Chief of Police – (530) 542-6120, Hilary Roverud, Assistant City Manager – (530) 542-6024

Background: On September 17, 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 to ease traffic congestion and provide additional parking for employees and tourists. This agreement stipulates that Heavenly can use certain roadways as overflow parking (See Attachment 02). There are additional requirements for snow plowing, sanding, payment of $20,000 annually for using City streets as overflow parking, and payment for sanding recovery by City forces.

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. Staff organized a public meeting on May 15, 2023, and presented options to the City Council on June 6, 2023, and August 8, 2023, for neighborhood preservations, including reduction of on-street parking in the current Heavenly agreement and restriction of seasonal parking within the Heavenly Valley residential neighborhood with additional No Parking or Residential Parking permit program. A series of short-term, mid-term, and long-term solutions were presented, and the City Council passed a motion generally approving these recommendations.

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 and allocated $200,000 to implement the program. The staff has purchased all the necessary materials to implement the parking regulation and has retained a contractor to install the signs. The goal is to complete all sign installation by mid-November or sooner.

In addition, the City Council directed staff to continue working with Heavenly/Vail Resorts to reach an amenable agreement on the impacts of traffic and parking and fair share cost sharing for Ski Run Boulevard Rehabilitation and on-street parking.

Issue and Discussion:

A. *Neighborhood Protection Plan:* Since early September, staff has been conducting field reviews and marking the location of the RPPP or Seasonal No Parking in the area. Staff has realized that the short segment on Regina Road between Ski Run Blvd and dead-end was not included

in the original Resolution 2023-074, adopted by the City Council. In addition, staff has received comments regarding Keller Road from Sherman Way to Saddle Road, with No Parking on both sides. There is sufficient room to allow a Residential Parking Zone in this area. Therefore, the staff recommends adopting the attached Resolution (Attachment 02) to amend Resolution 2023-074. In addition, staff may bring additional modifications, if warranted, as we install all the signs and evaluate the parking restrictions this winter season.

B. Agreement with Heavenly/Vail Resorts: To address the resident's concerns and issues raised by the public, staff has continued to meet and negotiate with Heavenly staff. There is a complementary effort regarding annexation that should be considered as the Council evaluates amendments to the parking agreement.

Staff has met with Tom Fortune and Brian Bigley on several occasions over the past 8 months. The following is a summary of the parking contribution and transit support services proposed by Heavenly, based on verbal discussion with Brian Bigley:

- Planning to add five new shuttles for a total of 19 for transit service.
- Planning to increase the frequency of Kingsbury Grade transit service from every two hours to every hour.
- Will dedicate two shuttles to Ski Run (California Lodge Route) on parking reservation days.
- Will run an employee shuttle from "Y" (to Cal Lodge in coordination with TTD). (No additional parking at Y – Drop off or walk to transit).
- Will be supporting one additional Lake Link Shuttle. They will support a total of two.
- Heavenly is coordinating with TTD to add "Heavenly Parking Signs" at transit stops, which will be serviced by Heavenly Shuttle.
- Will reverse the shuttle route at 2 PM at the Pizza Hut location to better connect with TTD service at the end of the day.
- Will add a new website (ParkHeavenly.com) to inform the public where to get the shuttle.
- Will dedicate two motor coaches for the MLK Holiday, which is their peak holiday.
- Heavenly is in discussion with Lake Tahoe Community College for MLK Holiday parking.
- During the Gondola closure, Heavenly will add a shuttle service for Ski School reservations only to reduce the need for auto travel.
- Heavenly has indicated that the proposed transit expansion cost will exceed the revenue that will be generated by the parking reservation system but cannot share the cost of additional transit or projected revenues from the reservation system.

See Attachment 05 – Heavenly Transit Brochure.

In addition, Heavenly is proposing the following financial and support services to the City for this winter, to be included in an amendment to the 2013 parking agreement:

- Fair Share Cost of Pavement Rehab on Ski Run. The city estimated that 42% of trips on Ski Run are associated with Heavenly. The city estimate was based on the number of trips to Cal Lodge vs. the number of local traffic trips. Heavenly has calculated a higher percentage for five months of winter plus a much lower percentage during the

remainder of the year. Therefore, Heavenly's nexus calculation is 20.6% or $106,382 for the Ski Run Pavement Rehabilitation share (Staff recommendation was $217,222).

- Value of Parking. The City estimated the value based on 40 days of overflow parking, 100% occupancy, and $10/day (based on Bellamy Court parking fee). Heavenly has calculated this cost at 45% occupancy based on averages with a total value of $69,840. Heavenly also estimated a deductive cost of snow operations at $15,580 for a net value of $54,320, a 172% increase from the current agreement. (Staff recommendation was $155,200).

- Heavenly has committed to bringing and deploying two portable CMS signs. (Staff recommendation was three CMS signs).

- Heavenly will provide personnel support for the approved chain control program.

- Heavenly will provide personnel support to help manage street parking

- Heavenly has committed to plowing the following roads: Ski Run Blvd, Wildwood, and Needle Peak. They will also plow Saddle Road, Keller Road, and Upper Keller Road on days street parking will be utilized. The areas of proposed revised on-street parking are shown in Attachment 03.

Instead of or in addition to continuing to work towards an amended parking agreement, the Council may direct staff to terminate the current agreement by providing a 180-day notice of termination, which would be effective for the 2024-25 ski season.

Financial Implications: The budget for No Parking and RPPP has been approved by the City Council, and there are no financial impacts due to these actions.

Environmental Considerations: The actions proposed in this item are exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (Existing Facilities).

Policy Implications: This project advances the City Council's Strategic Priorities and Goals related to traffic safety and neighborhood preservation.

CITY OF SOUTH LAKE TAHOE – HEAVENLY PARKING AGREEMENT

This AGREEMENT executed this 1ST day of October, 2013 ("**Effective Date**"), is entered into by Heavenly Valley, Limited Partnership, a Nevada Limited Partnership, d/b/a Heavenly® Mountain Resort ("**Heavenly**") and the City of South Lake Tahoe, California hereinafter ("**City**").

1. Purposes

A. Heavenly desires to utilize portions of existing City streets where adequate area exists for limited on-street parking during peak visitor days in the vicinity of the California Main Lodge.

B. The City desires to lease these areas to Heavenly.

C. Both parties desire to have the area streets plowed and de-icer and abrasive materials applied as quickly as possible during the winter season for the benefit of the travelling public, residents and the local economy.

D. Heavenly can make its snow removal and deicer equipment and properly trained staff available to assist the City with expedited snow removal and deicer application in specific areas and during certain times when City resources are deployed elsewhere.

E. Both parties will derive mutual benefits from these activities.

F. Both parties recognize and affirm that the existing agreement between the parties for the on-street parking should be updated to reflect more current conditions.

G. The parties desire to continue the relationship and arrangement which they have successfully implemented over many years.

The parties agree to the following terms and conditions:

2. Locations of On-Street Parking

Heavenly agrees to pay to the City by January 31 of each year for the current ski season, the sum of $20,000.00 for the exclusive use of the following sites for on-street parking:

A. Angle parking spaces on the east side of Ski Run Boulevard and parallel parking on the west side of Ski Run Blvd between David Lane and Needle Peak Road, see attached Exhibit A.
B. Angle parking spaces on both sides of Ski Run Boulevard between Needle Peak and Regina Road, see attached Exhibit A.
C. Parallel parking spaces on Saddle Road between Wildwood Avenue and Ski Run Boulevard, see attached Exhibit A.

CENTRAL RECORDS
FILE No.: 1047
C-81-13

9/17/13 CC MTG.

D. Parallel parking spaces on the north side of Needle Peak Road between Wildwood Avenue and Keller Road, see attached Exhibit A.

E. Parallel parking spaces on the north side of Regina Road between Wildwood Avenue and Keller Road, see attached Exhibit A.

F. Parallel parking spaces on the east and north sides of Keller Road between Saddle Road and the Saddle Road return loop, see attached Exhibit A.

Exhibit A shows the locations of on-street parking spaces that Heavenly will use and the sequence in which they will generally be used in order from A through F.

3. Snow Removal and Application of Deicer and Abrasives on City Streets

In order to assist the City with timely snow removal and application of deicer and abrasives on the streets that are covered by this agreement, Heavenly may remove snow at its discretion using its own equipment and apply deicer and abrasives using its own equipment as it deems necessary to achieve the stated purposes of this agreement. Heavenly shall use its best efforts to communicate the intent to remove snow and to apply deicer and abrasive a minimum of 12 hours in advance to the City Street Superintendant or their designee, unless it believes that a public safety situation requires immediate action. In those instances, Heavenly will notify the City Street Superintendant or designee within a maximum of 12 hours following such an action.

Exhibit B shows the location of snow removal and deicer/abrasive application and the priority in which snow will be removed (Priorities 1 and 2).

A. Location of applications.

i. Lower Ski Run Boulevard between Needle Peak Road and Pioneer Trail.
ii. Upper Ski Run Boulevard between Needle Peak Road and Saddle Road.
iii. Needle Peak Road between Ski Run Boulevard and Wildwood Avenue.
iv. Wildwood Avenue between Needle Peak Road and Saddle Road.
v. Saddle Road between Ski Run Boulevard and Wildwood Avenue.
vi. Regina Road between Needle Peak Road and Keller Road.
vii. Keller Road above Saddle Road.

B. Heavenly will pay to the City the ½ (one-half) of the actual costs of recovery of abrasives that either Heavenly or the City has put down during the winter season (generally between November 1 and April 15), incurred by the City on the streets identified above based within 30 days from Heavenly's receipt of the undisputed invoice clearly itemizing such costs.

C. By 15th day of each month between November and April, Heavenly will report monthly to the City in a mutually agreeable format, the amount and location of deicer and abrasives that it has put down.

D. Heavenly shall reimburse the City for the cost of any road repair work required as a result of damage caused by Heavenly's negligent use of its snow removal or deicer equipment within 30 days from Heavenly's receipt of the undisputed invoice from City showing repairs performed and monies due.

In the event of dispute over the nature of the charges or the reasonableness of the cost of the repair work invoiced, the dispute shall be submitted to the City Council of South Lake Tahoe for resolution. The decision of the City Council shall be final and binding on all parties.

4. Insurance Requirements

As and for the duration of this agreement, Heavenly shall assume the following duties:

A. Heavenly will carry and maintain, at its sole cost, the following insurance policies with insurance companies reasonably satisfactory to City.

(i) Commercial General Liability insurance in an occurrence form in an amount of no less than $1,000,000 per occurrence covering liability arising out of premises operations, personal and advertising injury, products-completed operations, contractual liability and independent contractors.

(ii) If the Services require the use of an auto, Heavenly must carry Commercial Auto Liability insurance with a limit of insurance no less than $1,000,000 combined single limit each accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by applicable law.

B. Heavenly will provide City with (i) a copy of the carrier notice of cancellation within five days after the notice is received; and (ii)

certificates of insurance evidencing the policies listed above prior to any provision of the Services. If any portion of the Services is subcontracted, Heavenly will require the subcontractor to provide the insurance listed above.

5. Hold Harmless

Heavenly hereby agrees to, and shall, hold City, its elective and appointed boards, officers, agents, and employees, harmless from any liability for damage or claims for damages for personal injury, including death, as well as claims for property damage which may result or arise from Heavenly's, its agents, employee, officers, or contractors negligence under this agreement. City does not, and shall not, waive any rights it may have against Heavenly, by reason of the aforesaid hold harmless agreement, because of the acceptance by City of any policy of insurance described above.

6. Duration of Agreement

This agreement shall continue from year to year from the Effective Date, unless terminated as provided herein. This agreement may be terminated at any time upon one party hereto giving the other party hereto one hundred eighty (180) days written notice or upon the mutual agreement of both parties hereto.

7. Notices

Any notices required under the provisions of this agreement to be affected between the parties of this agreement shall be effective within forty-eight (48) hours after deposit, postage prepaid, in the mail of the United States, addressed as follows:

If to Heavenly:
Heavenly Mountain Resort
Post Office Box 2180
Stateline, NV 89449
Attention: Vice President of Planning & Governmental Affairs

If to Vail Resorts Corporate:
Vail Resorts Management Company
390 Interlocken Crescent, Suite 1000
Broomfield, Co 80021
Attention: Legal Department

If to the City of South Lake Tahoe:
the City of South Lake Tahoe
1901 Airport Drive, Suite 300
Attention: City Attorney

In witness whereof, the parties have set their hands the day and year first above written.

Heavenly Valley Limited Partnership
d/b/a Heavenly Mountain Resort
By its General Partner, VR Heavenly I, Inc.

By _____
Pete Sonntag, Vice President and General Manager

The City of South Lake Tahoe

By _____ 9/17/2013
Tom Davis, Mayor

APPROVED AS TO FORM:

By _____
Thomas T. Watson, City Attorney

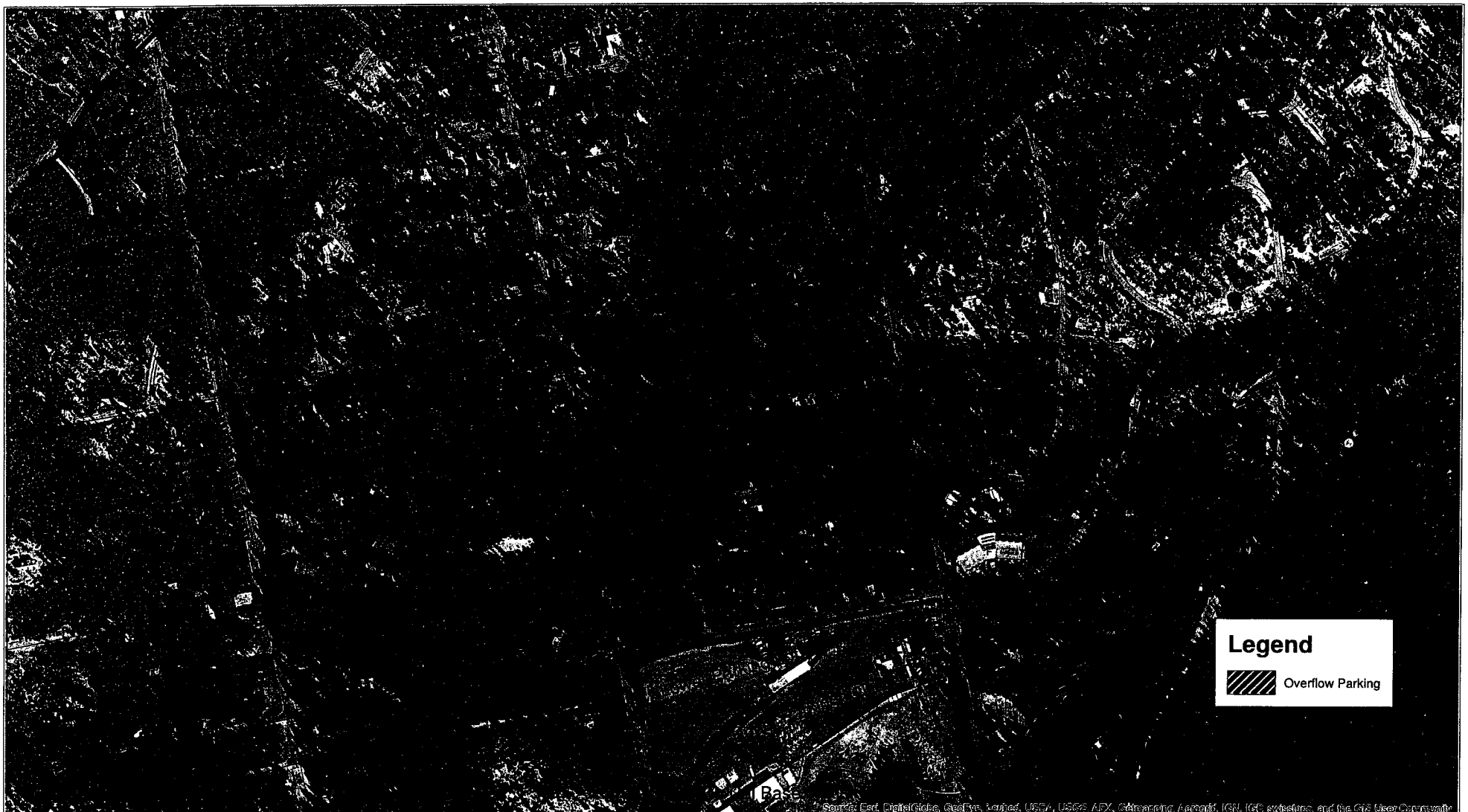
ATTEST:

By _____
Susan Alessi, City Clerk

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

EXHIBIT A

Map of On Street Parking
(See Attached)



Department of Public Works Engineering

Heavenly Area
Overflow Parking

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Miles

N

Eric Friedlander
City of SLT
8/2/2013

EXHIBIT B

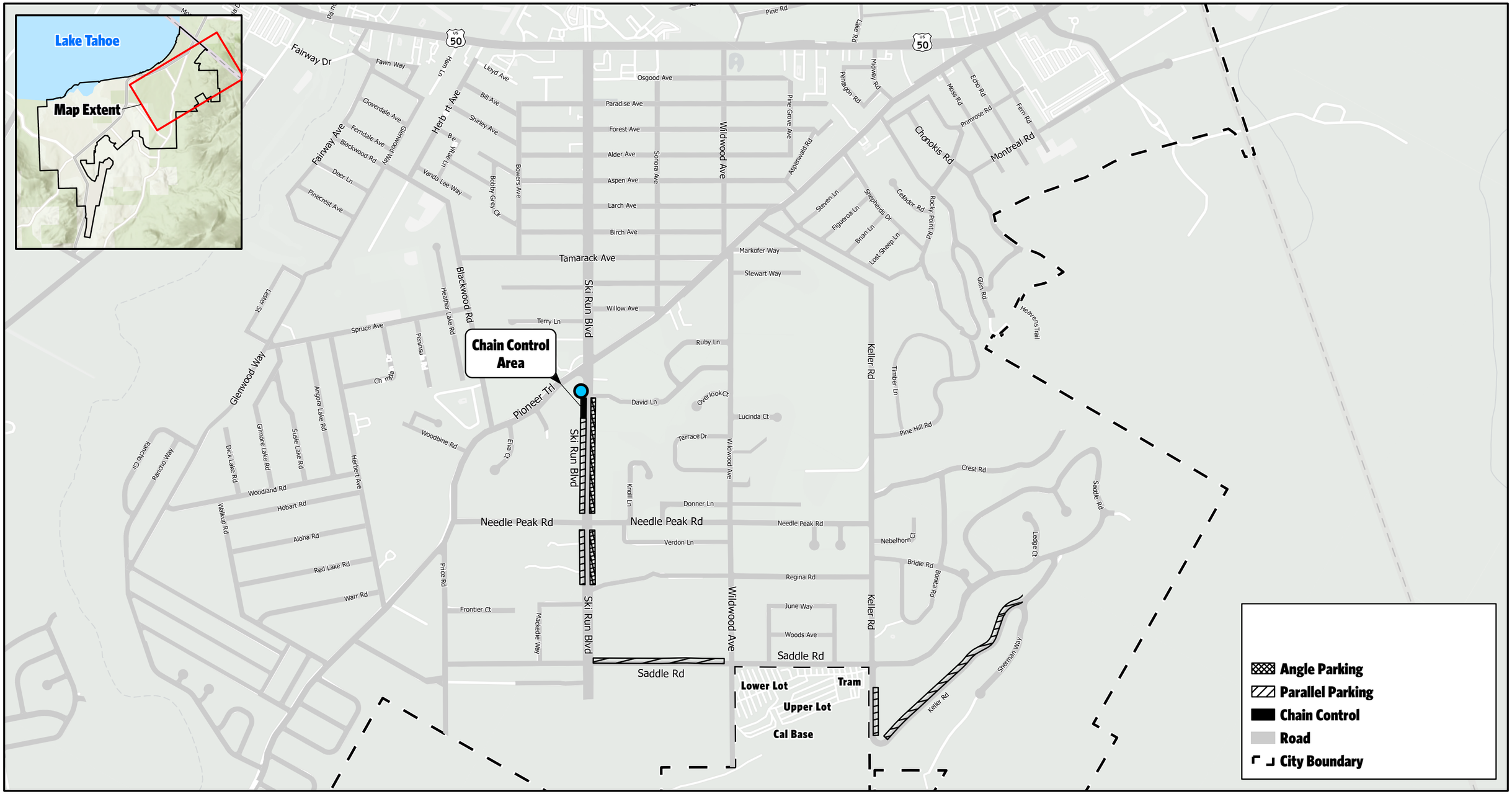
Snow Removal and Sanding Plan
(See Attached)



00'

- AND SANDING PLAN
JOB No 09169SNOW dwg

617



Heavenly Cal Base Parking Plan

CITY OF SOUTH LAKE TAHOE

0 1 2 4 6 8
Miles

Path: \\gis\share\Projects\PublicWorks\GeneralPublicWorksProjects\GeneralPublicWorksProjects.aprx | Heavenly Cal Base Parking Plan | 4/5/202

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe City Council

November 7, 2023

Establishing Seasonal or Permanent No Parking Restrictions on Certain Streets in the Heavenly Valley Neighborhoods

(Replaces Resolution 2023-074)

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.

E. As a result of further field evaluation and feedback from residents, staff recommends adopting this amended resolution changing modifications on sections of Regina Road and Keller Road, with modifications <u>underlined</u>, to replace Resolution No. 2023-074.

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

1. 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:

    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. Donner Lane (RPP on the westerly side and No Parking on the easterly side)

    d. Keller Road from intersection with Sherman Way to intersection with Saddle Road (No Parking on easterly side and southerly side)

    e. 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)

    f. 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 westerly side and RPP on the easterly side)

    g. Knoll Lane (RPP on easterly side and No Parking on westerly side)

    h. Logroad Place (No Parking both sides)

    i. Lucinda Court (RPP on westerly side and No Parking on easterly side)

    j. June Way (No Parking both sides)

    k. MacKedie Way (No Parking both sides)

    l. Needle Peak Road from intersection with Keller Road to intersection with Wildwood Avenue (RPP on southerly side and No Parking on northerly side)

    m. Overlook Court (No Parking both sides)

    n. Regina Road from the intersection with Ski Run Blvd to Keller Road (RPP on the easterly side and No Parking on the westerly side)

    o. Saddle Road from intersection of Saddle to Keller Road (No Parking both sides)

    p. Saddle Road from intersection of Keller Road to Wildwood Avenue (No Parking both sides)

    q. Saddle Road from intersection of Wildwood Avenue to Ski Run Blvd (No Parking on southerly side)

r. Saddle Road from intersection of Ski Run Blvd to end (No Parking both sides)

s. Sherman Way (No Parking both sides)

t. Ski Run Boulevard from intersection of Pioneer Trail to David Lane (No Parking both sides)

u. Ski Run Boulevard from intersection of MacKedie Way to intersection of Saddle Road (No Parking both sides)

v. Timber Lake Place (No Parking both sides)

w. Terrace Drive (No Parking both sides)

x. Wildwood Avenue from intersection with Saddle Road to intersection with Overlook Court (No Parking both sides)

y. Wildwood Road (No Parking both sides)

z. Woods Avenue (No Parking both sides)

a.a. Verdon Lane (RPP on the westerly side and No Parking on the easterly side)

2. Amends the Master Fee Schedule to add a Parking Citation fine of $300 for parking in one of the no parking areas or parking in one of the RPP areas without a permit, as listed in this Resolution.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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.

TRANSPORTATION SERVICES 22-23 SEASON

14 SHUTTLES SERVICING

CALIFORNIA ROUTE
- Runs between California Base Area & Stateline Transit Center

NEVADA ROUTE
- Runs between Boulder Base Area & Stagecoach Base Area

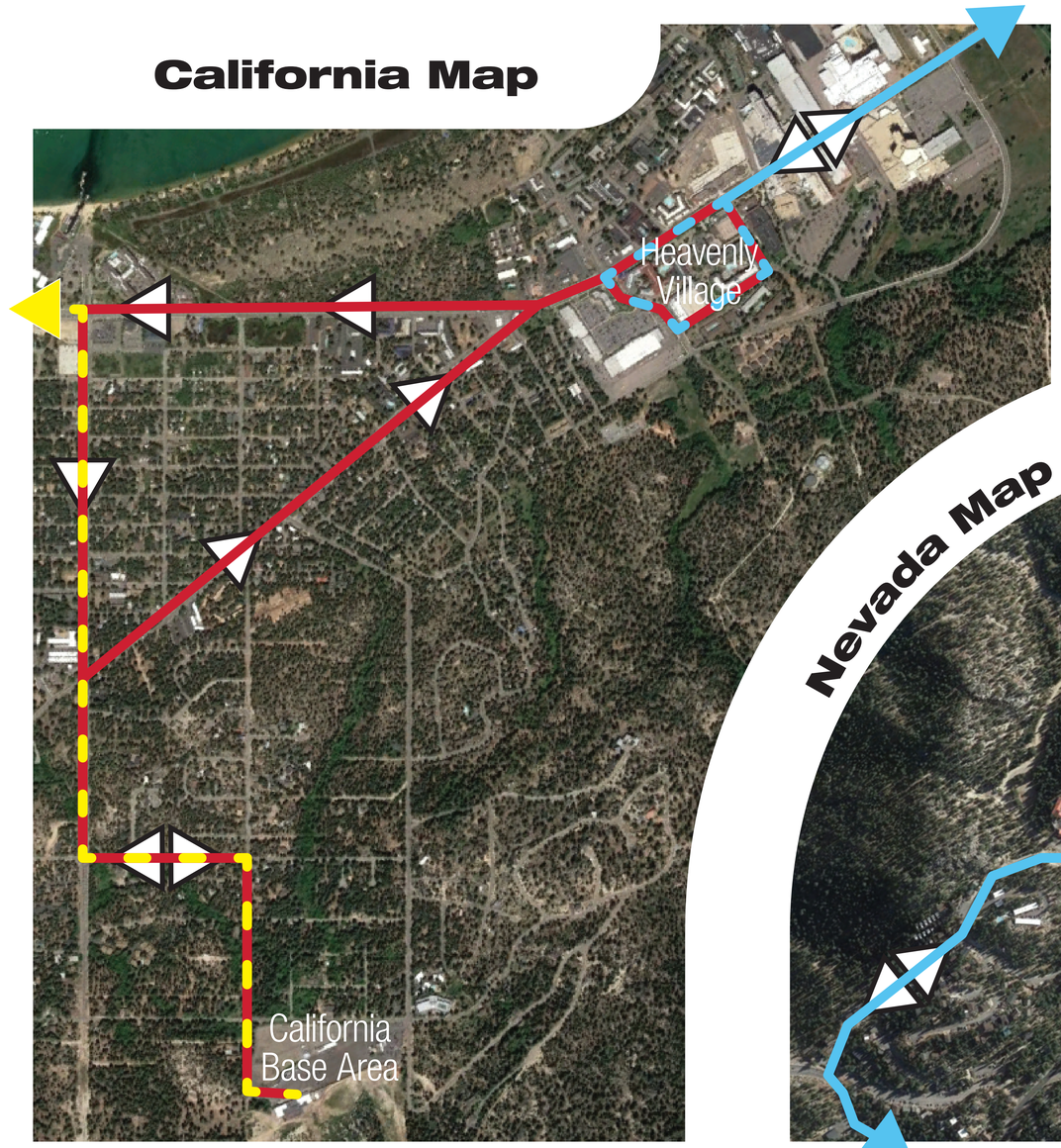
KINGSBURY ROUTE
- Runs between Stateline Transit Center & both Nevada Bases

LAKELAND ROUTE
- Runs between between Lakeland Village & California Base Area
- Only available to Lakeland Village guests

ROUTE DIRECTION

**Transportation Feedback Survey offered to all riders in each shuttle via QR Code*

California Map

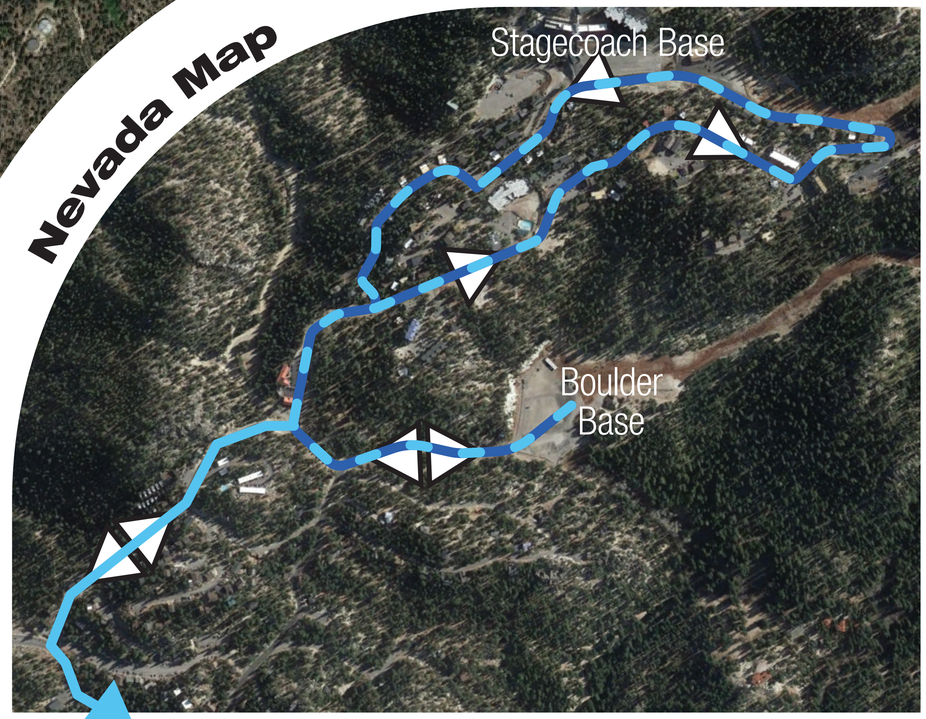


TRANSIT PARTNERS

TTD

Lake Link

Nevada Map



TRANSPORTATION SERVICE CHANGES FOR 23-24 SEASON

19 SHUTTLES SERVICING

CALIFORNIA ROUTE / SKI & RIDE SCHOOL

- Route will alter direction after 1 pm to provide easier access to TTD shuttles
- A shuttle will be provided to Ski & Ride School students on select days

NEVADA ROUTE

KINGSBURY ROUTE

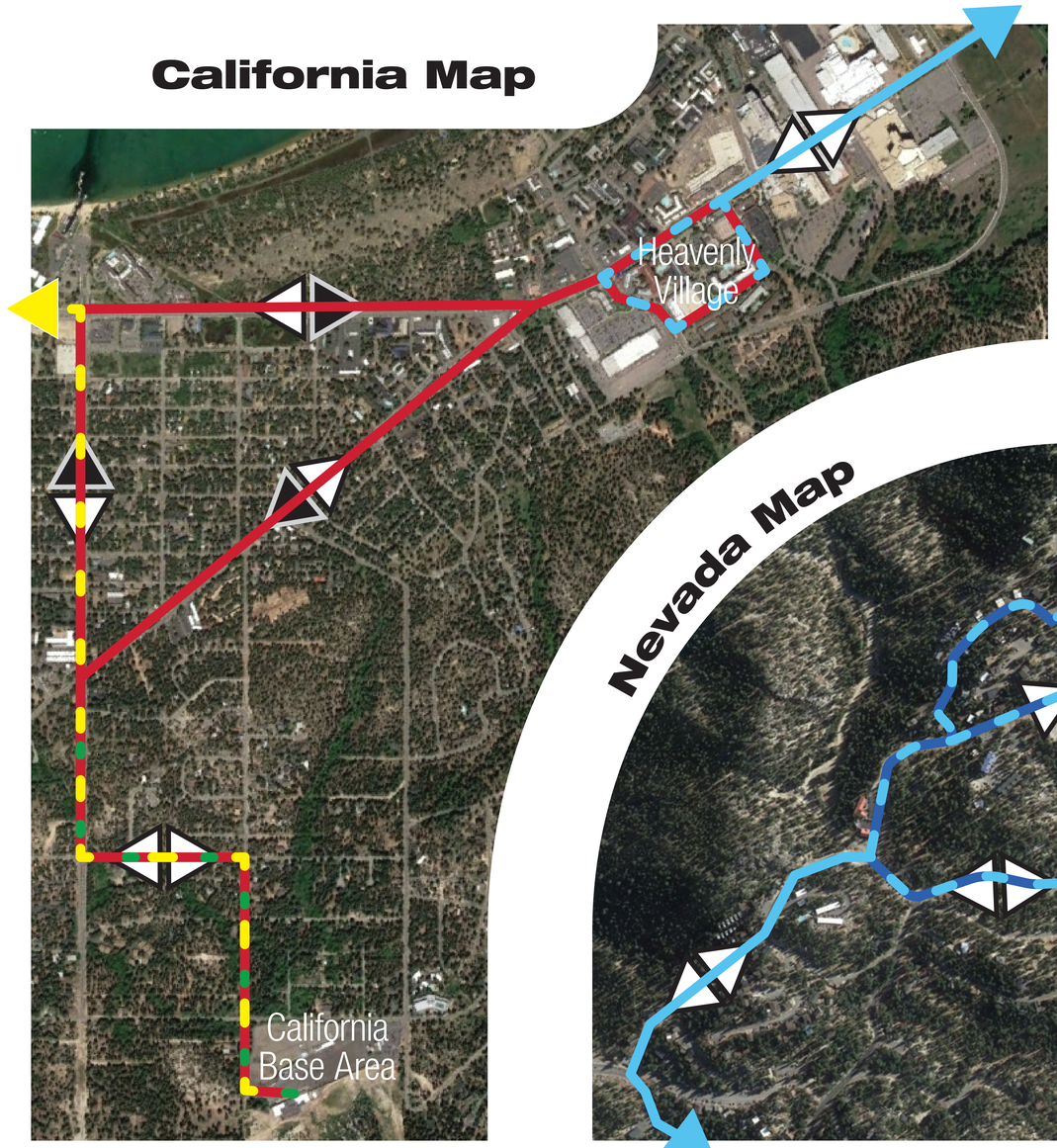
- More frequent service, operating at 1 hour intervals

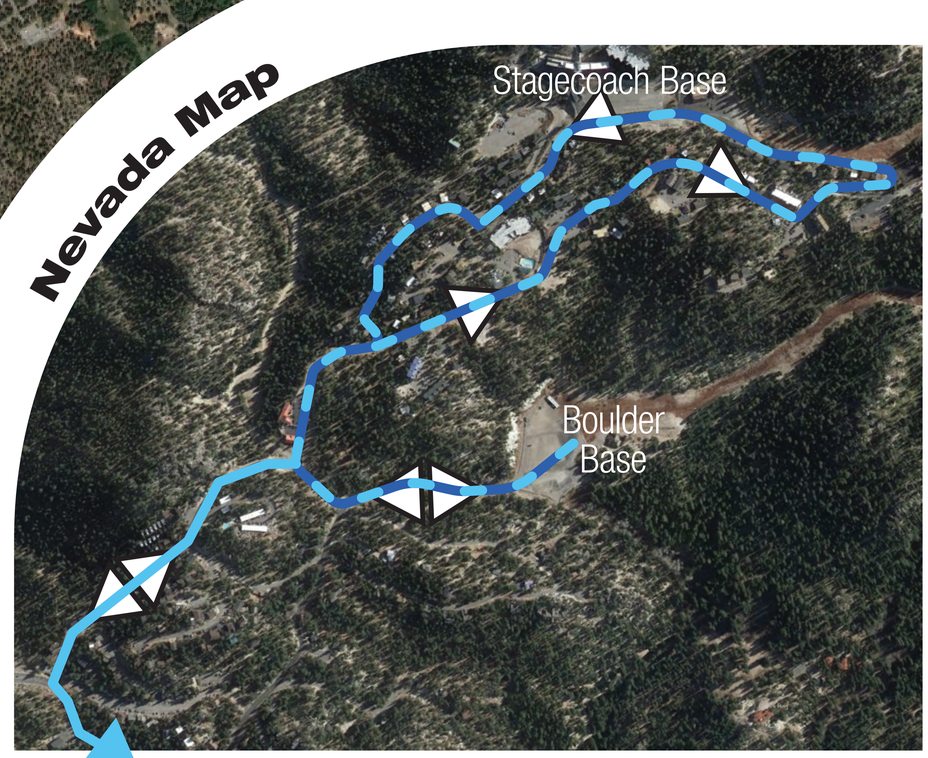
EMPLOYEE ROUTE

- Employee shuttles runs between “Y” Transit Center & California Base Area once daily, departing at 6:50 am
- Alternative to TTD Route 50 for employees working at California Base Area

SKI RUN ROUTE

- Runs between Ski Run Blvd Offsite Parking & California Base Area
- Operates beginning at 7:30 am on reservation required days





ROUTE DIRECTION

REVERSED DIRECTION

ADDITIONAL INFORMATION FOR 23-24 SEASON

Heavenly Transit Information & Links

Upgrades & Improvements

- More visible Heavenly identification on shuttles
- Additional identifying signage at all Heavenly-serviced shuttle stops
- New parking & transportation focused website: **ParkHeavenly.com**
- Text alerts available for real time transit updates
- $100k contribution to Lake Link to operate 2 additional shuttles during peak winter hours
- Working with local partners to utilize existing parking areas for skier use
- 2 additional charter shuttles in service Jan 14th (MLK Sunday)
- Tripled the size of our in-house CDL training program
- Heavenly shuttle routes visible on Google Maps Transit View

Route schedules, stop locations, and other transit-related details subject to weather, guest volume, and traffic

Heavenly Agreement

City Council

November 7, 2023

Transit Service Enhancement

- Adding five new shuttles for a total of 19 for transit service
- Increasing the frequency of Kingsbury Grade transit service from every two hours to every hour
- Dedicating two shuttles to Ski-Run (California Lodge Route) on parking reservation days
- Run an employee shuttle from "Y" (to Cal Lodge in coordination with TTD). (No additional parking at Y – Drop off or walk to transit)
- Supporting one additional Lakelink Shuttle. They will support a total of two.
- Coordinating with TTD to add "Heavenly Parking Signs" at transit stops, which will be serviced by Heavenly Shuttle
- Reversing the shuttle route at 2 PM at the Pizza Hut location to better connect with TTD service at the end of the day.
- New website (ParkHeavenly.com) to inform the public where to get the shuttle
- Dedicating two motor coaches for the MLK Holiday, which is their peak holiday
- In discussion with the LT College for MLK Holiday parking
- During the Gondola Closure, Heavenly will add a shuttle service for Ski-School reservations only to reduce the need for auto travel

TRANSPORTATION SERVICES 22-23 SEASON

14 SHUTTLES SERVICING

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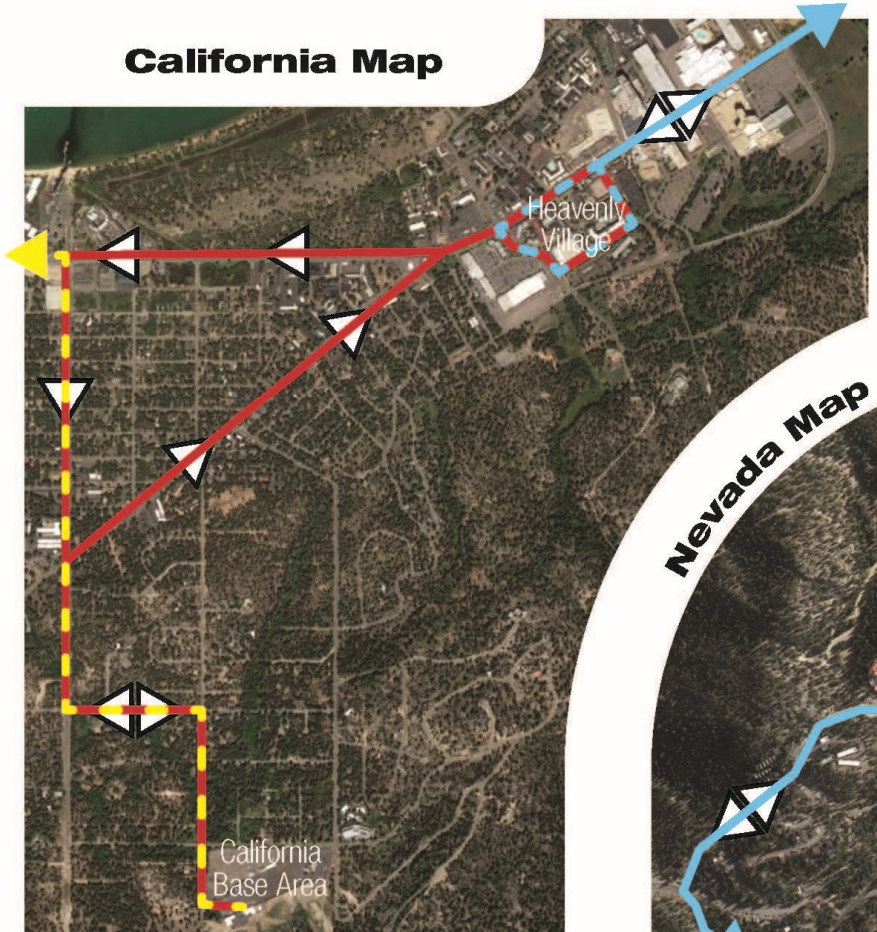
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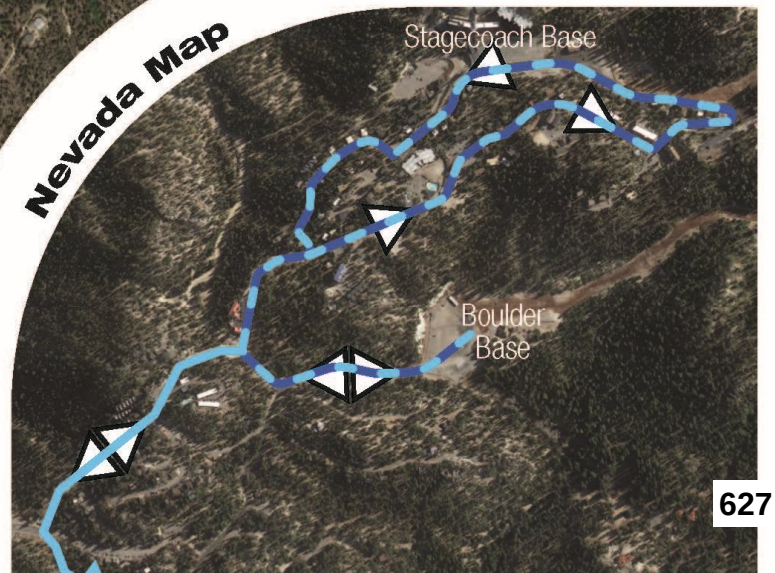
ROUTE DIRECTION

**Transportation Feedback Survey offered to all riders in each shuttle via QR Code*

California Map



Nevada Map



TRANSIT PARTNERS

TTD

Lake Link

TRANSPORTATION SERVICE CHANGES FOR 23-24 SEASON

19 SHUTTLES SERVICING

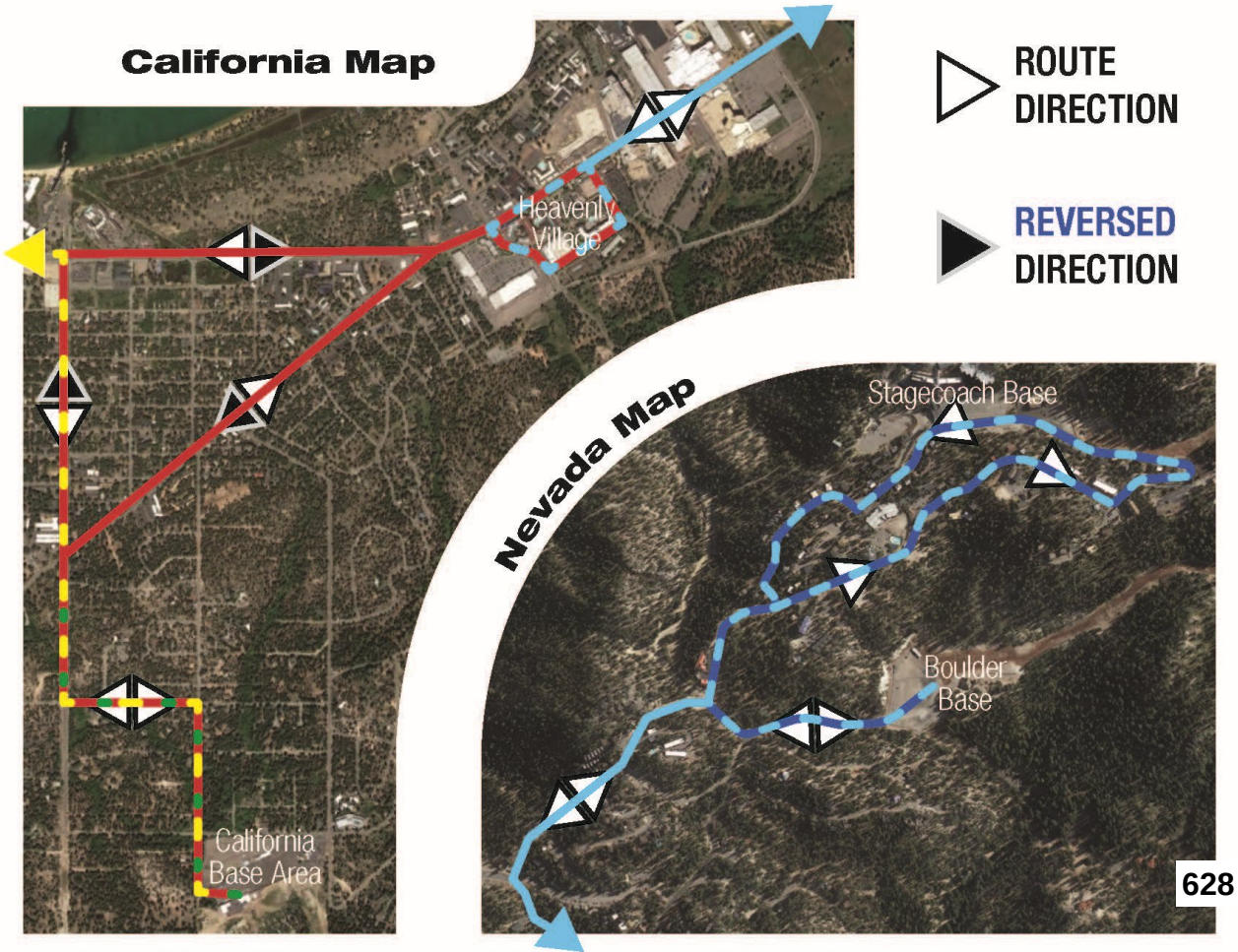
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ADDITIONAL INFORMATION FOR 23-24 SEASON

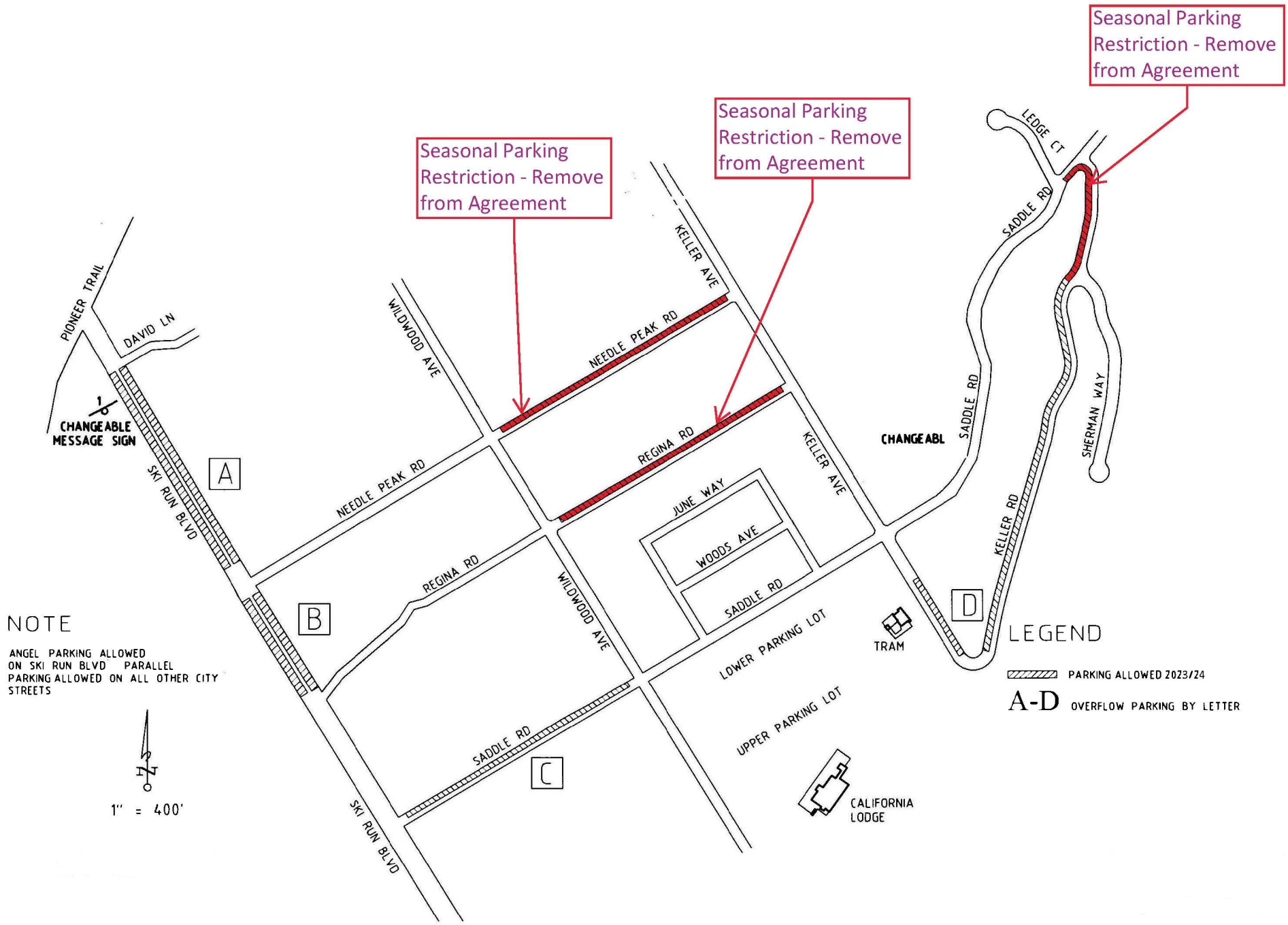
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- 2 additional charter shuttles in service Jan 14th (MLK Sunday)
- Tripled the size of our in-house CDL training program
- Heavenly shuttle routes visible on Google Maps Transit View

Other Provisions of Agreement

- Fair Share Cost of Pavement Rehab on Ski Run. Heavenly's nexus calculation is 20.6% or $106,382 for the Ski Run Pavement Rehabilitation share (Staff recommendation was $217,222).
- Value of Parking. Heavenly has calculated this cost at 45% occupancy based on averages with a total value of $69,840. Heavenly also estimated a deductive cost of snow operations at $15,580 for a net value of $54,320, a 172% increase from the current agreement. (Staff recommendation was $155,200).
- Heavenly has committed to bringing and deploying two portable CMS signs. (Staff recommendation was three CMS signs).
- Heavenly will provide personnel support for the approved Chain of Control program.
- Heavenly will provide personnel support to help manage Street Parking
- Heavenly has committed to plowing the following roads: Ski Run Blvd, Wildwood, and Needle Peak. They will also plow Saddle Road, Keller Road, and Upper Keller Road on days street parking will be utilized.


Seasonal Parking Restriction - Remove from Agreement
Seasonal Parking Restriction - Remove from Agreement
Seasonal Parking Restriction - Remove from Agreement
PIONEER TRAIL
DAVID LN
CHANGEABLE MESSAGE SIGN
SKI RUN BLVD
WILDWOOD AVE
NEEDLE PEAK RD
KELLER AVE
REGINA RD
JUNE WAY
WOODS AVE
SADDLE RD
LEDGE CT
SADDLE RD
CHANGEABL
SHERMAN WAY
KELLER RD
A
B
C
D
LOWER PARKING LOT
UPPER PARKING LOT
TRAM
CALIFORNIA LODGE
NOTE
ANGEL PARKING ALLOWED ON SKI RUN BLVD PARALLEL PARKING ALLOWED ON ALL OTHER CITY STREETS
1" = 400'
LEGEND
PARKING ALLOWED 2023/24
A-D OVERFLOW PARKING BY LETTER

Questions ?

Thank you!

CITY OF SOUTH LAKE TAHOE

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:26

Agenda Item: Update on Annexation of Heavenly Area and Fiscal Impact Analysis

Executive Summary: Staff is requesting direction from Council to expand the annexation area around Heavenly to include the USFS parcels where Heavenly operates and other parcels between that area and the Nevada state line. DTA has prepared an updated Fiscal Impact Analysis that shows that the tax revenue from the expanded annexation scenario would fund necessary City services.

Requested Action / Suggested Motions: Pass a Motion Directing the City Manager and City Attorney to prepare an application to El Dorado Local Agency Formation Commission for an expanded annexation area in the Heavenly Area.

Responsible Staff Member: Joseph Irvin, City Manager Heather Stroud, City Attorney

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

Attachments:

01 - Staff_Report_Annexation_Update.docx
02 - FIA Memo for Expanded Heavenly and Cleanup.pdf
03 - FIA Memo for 6 Scenarios.pdf
04 - Letter to Vail Requesting Annexation Support.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: November 7, 2023

Title: Update on Annexation of Heavenly Area and Fiscal Impact Analysis

Location: Portions of Unincorporated El Dorado County in the Lake Tahoe Basin

Responsible Staff Members: Joseph D. Irvin, City Manager (530) 542-6043
Heather L. Stroud, City Attorney (530) 542-6046

Background: In September 2022, consistent with the City Council's 2021-2026 Strategic Plan, staff initiated a study to evaluate whether to pursue annexation of some or all of unincorporated El Dorado County in the Lake Tahoe Basin. DTA, a public finance consulting firm hired by the City, prepared a Fiscal Impact Analysis analyzing property tax and sales tax revenues that could be potentially generated in each of five annexation scenarios and the cost to provide public safety and public works services in each scenario. On June 6, 2023, City Council received a presentation on the Fiscal Impact Analysis and directed the City Manager and City Attorney to pursue annexation of two of the areas: the Heavenly Annexation Scenario encompassing the California base lodge area of the Heavenly Resorts and Cleanup Annexation Scenario including the area generally comprising the Tahoe Valley Campground and Upper Truckee Marsh.

Since then, staff has been working on the application materials to submit to the El Dorado Local Agency Formation Commission (LAFCO), including pre-zoning, environmental review and tribal consultation, and developing a Plan of Service for the potential annexation areas. At this time, staff recommends expanding the Heavenly Annexation Scenario to include the US Forest Service (USFS) parcels that are used for Heavenly's operations and the parcels in between the Heavenly Resort area and the Nevada state line. An updated Fiscal Impact Analysis including these additional parcels is attached.

Issue and Discussion:
City staff has been unable to ascertain whether the point of sale is recorded for Heavenly's operations on USFS property at the California Base Lodge or elsewhere. For this reason, staff recommends expanding the annexation area to include the 12 USFS parcels where Heavenly operates. This would ensure that the city captures tax revenue for the area congruent with the services largely already being provided by the City to the Heavenly California Base Lodge area. After conferring with El Dorado LAFCO staff, it is also recommended to include the 16 parcels between that area and the Nevada state line for the purpose of good governance, specifically to avoid creating a stranded area within unincorporated El Dorado County. These 16 parcels include the California side of Van Sickle Bi-State Park, which is owned by the State of California, some additional USFS parcels, parcels owned by the South Tahoe Public Utilities District, and six parcels in private ownership.

DTA has prepared an updated Fiscal Impact Analysis memorandum that covers this expanded Heavenly Annexation Scenario and the Cleanup Annexation Scenario. The updated memorandum

indicates that the tax revenue from the expanded Heavenly Annexation Scenario would fund necessary City services and the same is true when combined with the Cleanup Annexation Scenario. Based on Council request from the meeting on June 6, DTA has also updated the Fiscal Impact Analysis memorandum covering the larger annexation analysis of areas not being pursued at this time to add a “Basin South Annexation Scenario” that adds all the unincorporated territory in El Dorado County except the portion north of the gate at Emerald Bay. The analysis shows that this alternative would create the largest fiscal deficit of all six scenarios (see Table 17).

On September 28, 2023, the City Manager sent a letter to Tom Fortune, Heavenly Resorts VP/COO for the Heavenly and Tahoe Region, requesting a letter of support for the forthcoming annexation application to El Dorado LAFCO, but has yet to receive a written response. Productive discussions, however, are ongoing.

If City Council authorizes expansion of the Heavenly Annexation Scenario, staff will continue outreach with affected property owners, update the tribal consultation, finalize pre-zoning, and work with DTA to finalize the Plan of Service for this area to submit to El Dorado LAFCO with our application. Staff anticipates that the Cleanup Annexation Scenario application will be ready to submit in the first quarter of 2024, and the Heavenly Annexation Scenario application will be ready to submit in the first quarter of 2024 as well.

Financial Implications:
None associated with this item at this time. It is important to note that the expanded Heavenly Annexation Scenario and Cleanup Annexation Scenario based on the revenue and expenditure assumptions will not negatively impact the City’s budget.

Environmental Considerations:
This action is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15319 (Annexation of Existing Facilities and Lots for Exempt Facilities) because the annexation areas include existing public and private structures developed to a density allowed by the current zoning and pre-zoning.

Policy Implications:
The annexation study is consistent with Priority 5 “High Performing Government and Core Services” of the City’s 2023-2028 Strategic Plan to specifically analyze the desirability and feasibility of annexation of certain unincorporated areas of El Dorado County into the City.

www.FinanceDTA.com

SUMMARY MEMORANDUM

October 16, 2023

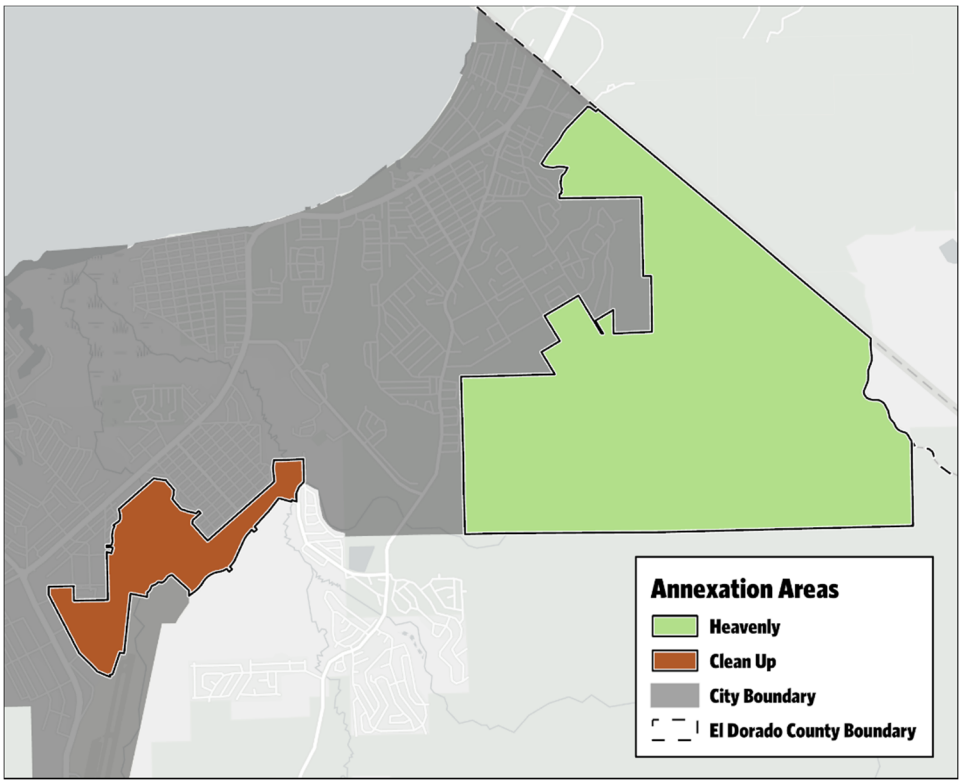
To:	Joseph Irvin and Heather Stroud, City of South Lake Tahoe
From:	Kuda Wekwete, Jerry Wen, and Graeme Fraser, DTA
Subject:	Potential Fiscal Impacts to the City of South Lake Tahoe Resulting from the Proposed Land Annexations

The objective of this Executive Summary of a Fiscal Impact Analysis (the "FIA") is to analyze the incremental net fiscal impact on the City of South Lake Tahoe (the "City") upon annexing two territories of land (the "Annexation Areas") within the Unincorporated County of El Dorado (the "County"). Specifically, the intent of this memorandum is to evaluate the projected fiscal impact of annexing each Annexation Area to the City by comparing the property tax and sales tax revenues that could be potentially generated by such Annexation Area against the costs to provide public safety and public work services therein.

A Description of Proposed Annexation Areas

As illustrated in Figure 1, the City is currently contemplating the annexation of the Heavenly Parcels, encompassing the California area of the Heavenly Resorts, and Cleanup Parcels, comprising generally the Tahoe Valley Campground and Upper Truckee Marsh, to create logical extensions of its boundaries.

Figure 1: Map for the Annexation Areas



Current parcel characteristics and demographic data for the Annexation Areas are listed in Table 1. Note, the City provides the estimated residential population for each Annexation Area. In addition, DTA utilizes the 2023 Employment Profiles by NAICS Codes reports, produced by Environics Analytics ("EA"), to identify the number of employees working within each Annexation Area.

Table 1: Parcel Characteristics and Demographic Data for Annexation Areas

Annexation Area	Gross Acres	Number of Parcels	Residential Population	Employees
Heavenly	2,860.27	31	0	1,771
Cleanup	378.05	87	125	10

B Property Tax Analytic Methodology and Assumptions

Property tax revenues are specifically based on the City's estimated share of the general 1% *ad valorem* property tax levy. **For the purpose of this analysis and at the direction of the City staff, it is assumed that the City General Fund will receive 50% of the 1% *ad valorem* property tax levy allocable to the County General Fund, net of the projected Education Revenue Augmentation Fund ("ERAF") property tax shifts, upon the annexation of each Annexation Area to the City.** Notably, the 1% *ad valorem* property tax revenues for each Annexation Area are estimated based on the Fiscal Year ("FY") 2021-22 basic 1% [Proposition ("Prop") 13] property tax from Tax Rate Areas ("TRAs") encompassing such Annexation Area and the FY 2022-23 taxable valuation of corresponding TRAs, per the County Auditor's Office.

The passage of Proposition 1A in California in 2004 enacted a constitutional amendment that introduced a new methodology to calculate Property Taxes in Lieu of Vehicle License Fees ("VLFs"). Per California Revenue and Taxation Code §97.70, the amount of Property Taxes in Lieu of VLFs now grows in proportion to the growth rate of gross assessed valuation in a city or county. Property Taxes in Lieu of VLF revenues are projected to grow with the change in the Citywide gross assessed valuation of taxable property from the prior FY.

Property Taxes in Lieu of VLF revenues constitute an addition to other property tax apportionments and were calculated for the purposes of this analysis at $0.41 per $1,000 increase in assessed valuation on a Citywide basis. Table 2 presents the details regarding the Property Taxes in Lieu of VLF assumptions utilized in the Tax Revenue Analysis.

Table 2: Property Taxes in Lieu of VLF Assumptions

Description	Assumptions
City – Total Assessed Value (FY 2022-23)	$6,116,335,132
City – VLF Property Tax Revenues (FY 2022-23)	$2,515,000
VLF Property Tax In-Lieu per $1,000 Assessed Value	$0.41

C Direct Sales Tax Analytic Methodology and Assumptions

DTA utilizes the Retail Market Power® Retail Stores Opportunity Gap analysis (the "Retail Report"), produced by EA, to identify retail supply characteristics of trade areas representing the Annexation Areas. As illustrated in Table 3, EA derives the estimated supply of retail goods currently available within such trade area, which serves as the basis for the taxable retail sales receipts for each Annexation Area.

Table 3: Projected Taxable Sales Receipts for Annexation Areas

Annexation Area	Projected Taxable Sales Receipts
Heavenly	$3,133,442
Cleanup	$169,328

Notably, there are certain limitations to the Retail Report when a trade area being analyzed is comprised of dispersed retail establishments such as the Heavenly Parcels. Although restaurants and retail shops within the Heavenly Parcels are seasonal in nature, it is anticipated that the annual sales of such store types would exceed the current estimated taxable sales receipts of $3.1 million. For illustrative and comparative purposes, the average 2022 sales revenue for a Chipotle Mexican Grill restaurant is $2.8 million. Given the higher price points for restaurants in the Heavenly Parcels and a substantial number of visitors during the peak season, it is safe to assume that the annual sales revenue of restaurants alone will be greater than 11% of the revenue of a typical Chipotle Mexican Grill store. Notwithstanding the foregoing, the sales tax projection for the Heavenly Parcels is conservatively based on the taxable sales receipts of $3.1 million.

The City currently receives 2.50% of taxable sales receipts, which include a 1.00% sales tax established by Municipal Code §3.10.050, the Measure Q sales tax, a 0.50% voter-approved sales tax, and the Measure S sales tax, a 1.00% voter-approved sales tax. **For the purpose of this analysis and at the direction of the City staff, it is assumed that the City will receive 100% of applicable sales taxes upon the annexation of each Annexation Area to the City**.

D Public Safety and Public Work Cost Analytic Methodology and Assumptions

DTA utilizes the Per Capita/Multiplier Approach to estimate the costs of providing public safety and public work to each Annexation Area upon its annexation to the City, which involves calculating the average costs per Capita/Persons Served utilizing the fiscal year ("FY") 2022-2023 City Budget and applying these cost factors to the estimated numbers of Persons Served within each Annexation Area. DTA has determined that utilizing a Persons Served population comprised of all residents and 50% of the employees working at locations within a given service area is common fiscal practice in generally quantifying the impacts of new service area if more specific local data or facilities usage data is not readily available. This ratio assumes that an employee would spend only 8 active hours in the City per day versus a resident who is active for 16 hours a day. This would yield an estimated Persons Served population of 30,171 based on 22,800 City residents[1] and 50% of 14,741 employees working within the City[2].

The foregoing Persons Served population estimate requires an additional adjustment to account for the fact that the City is already providing road maintenance and snow plowing services to the Heavenly Parcels and Cleanup Parcels due to the immediate proximity and geography. Furthermore, under current cooperative arrangements between the City Fire Department, County Fire Protection District, and Lake Valley Fire Department, the City Fire Department is the first responder for non-forest fire incidents[3] to the Heavenly Parcels and Cleanup Parcels. Hence, DTA revised the estimated Persons Served population from 30,171 to 31,187 to account for 125 residents and 50% of 1,781 employees working within those areas.

[1] Source: California Department of Finance, Housing and Population Information, January 1, 2022.
[2] Source: EA, EmploymentProfiles by NAICS Codes 2023 for the City of South Lake Tahoe.
[3] The California Department of Forestry and Fire Protection will respond to the forest fire incidents.

Table 4 presents the calculation of the gross marginal increase in public safety and public work expenditures on a per Person Served basis.

Table 4: General Fund Public Safety and Public Work Expenditures (Multiplier Method)

Service Category	FY 2022-2023 City General Fund Expenditures	Persons Served Population	Gross Marginal Cost Increase per Person Served
Police	$13,223,803	30,171	$438.30
Fire	$9,986,351	31,187	$320.21
Public Work	$4,478,081	31,187	$143.59

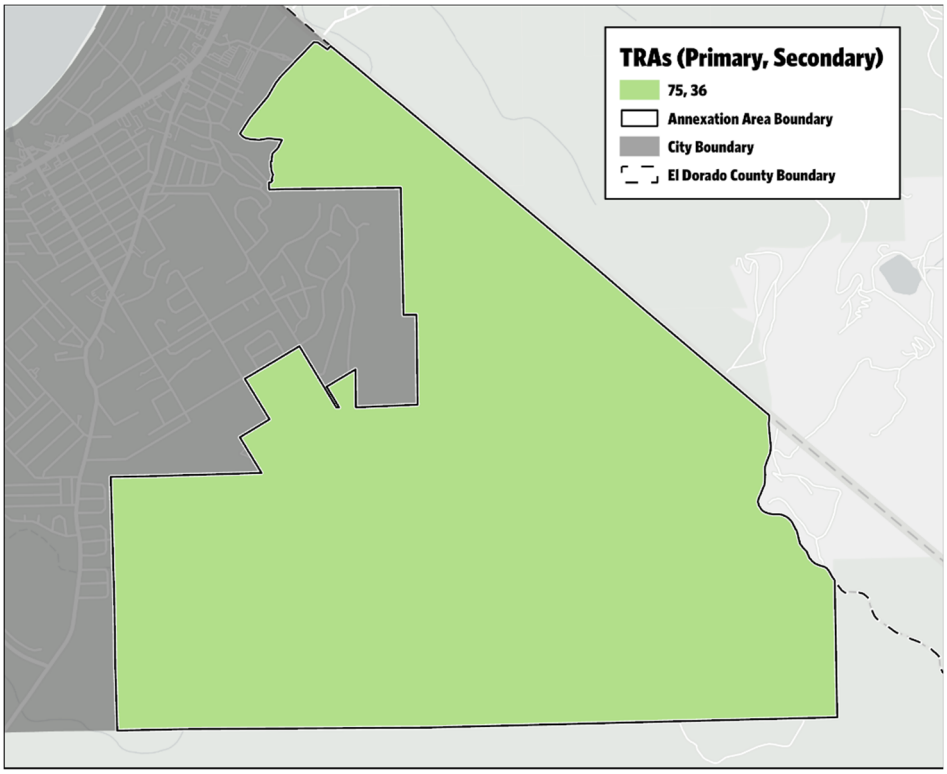
Notably, DTA did not include the substantial number of annual City visitors in determining the Persons Served population, even though such methodology would yield more accurate (i.e., lower) cost parameters to account for the service demands generated by the visitors. As detailed later in Sections E and F, the City is already providing the majority of the public safety and public work services to the Heavenly Parcels and Cleanup Parcels, which are the only areas with a significant number of visitors. Therefore, the cost parameters listed in Table 4 reflect the public safety and public work expenditures required to meet the service demands generated by the visitors to the Heavenly Parcels and Cleanup Parcels, and would necessitate an incremental increase to the City's current public safety and public works expenditures once the City becomes the official provider of those services after the annexation.

The City's public safety and public work expenditures are not expected to increase on a one-to-one basis with the annexation of each Annexation Area. To project these numbers without any adjustment would result in inaccurate conclusions. In order to accurately reflect the estimated ratio of fixed costs to variable costs, DTA applied a series of discount rates to those expenditures with consideration of circumstances applicable to each Annexation Area upon its annexation to the City.

E Proposed Annexation of Heavenly Parcels

As illustrated in Figure 2 and presented in Attachment 1, the proposed annexation of the Heavenly Parcels is comprised of one TRA and encompasses approximately 2,860.27 gross acres of land within the unincorporated County, with 137.28 acres of land owned by private entities and 2,722.99 acres of land owned by public agencies and/or tax-exempt entities.

Figure 2: Map for the Heavenly Parcels



As listed in Table 5, the annexation of the Heavenly Parcels is anticipated to generate $148,081 in the estimated tax revenues upon its annexation to the City. A detailed explanation of these calculations is presented in **Attachment 1**.

Table 5: Projected Tax Revenues Upon Annexation of the Heavenly Parcels

Estimated Property Tax Revenues		Total Estimated Sales Tax Revenues	Total Estimated Tax Revenues
1% *Ad Valorem* Property Tax	Property Taxes in Lieu of VLF		
$50,068	$19,676	$78,336	$148,081

As detailed in Section D, the annexation of the Heavenly Parcels is anticipated to incur *de minimis* incremental increase in the City's fire and public work expenditures upon its annexation, as the City is already providing those services to the Heavenly Parcels. The County Sheriff currently handles service calls to the Heavenly Parcels, with the City Police providing supplementary support. Although the City Police Department would become the primary agency for calls to the Heavenly Parcels upon its annexation, the County Sheriff is expected to reciprocate the supplementary support that it currently receives for the Heavenly Parcels. Hence, the City Police is not anticipated to need additional officers or

staff to provide service to the Heavenly Parcels. To reflect the minimum expected increase in the ratio of variable costs to fixed costs, DTA applied a 75% discount to the gross City police cost multiplier of $438.30. As illustrated in Table 6, the annexation of Heavenly Parcels is anticipated to incur $97,083 in the estimated public safety and public work expenditures upon its annexation to the City.

Table 6: Projected Incremental Service Expenditures Upon Annexation of the Heavenly Parcels

Residential Population	Employees	Persons Served Population[1]	Marginal Cost Increase per Person Served				Total Estimated Incremental Service Expenditures
			Police	Fire	Public Work	Total	
0	1,771	886	$109.58	$0.00	$0.00	$109.58	$97,083

Note:

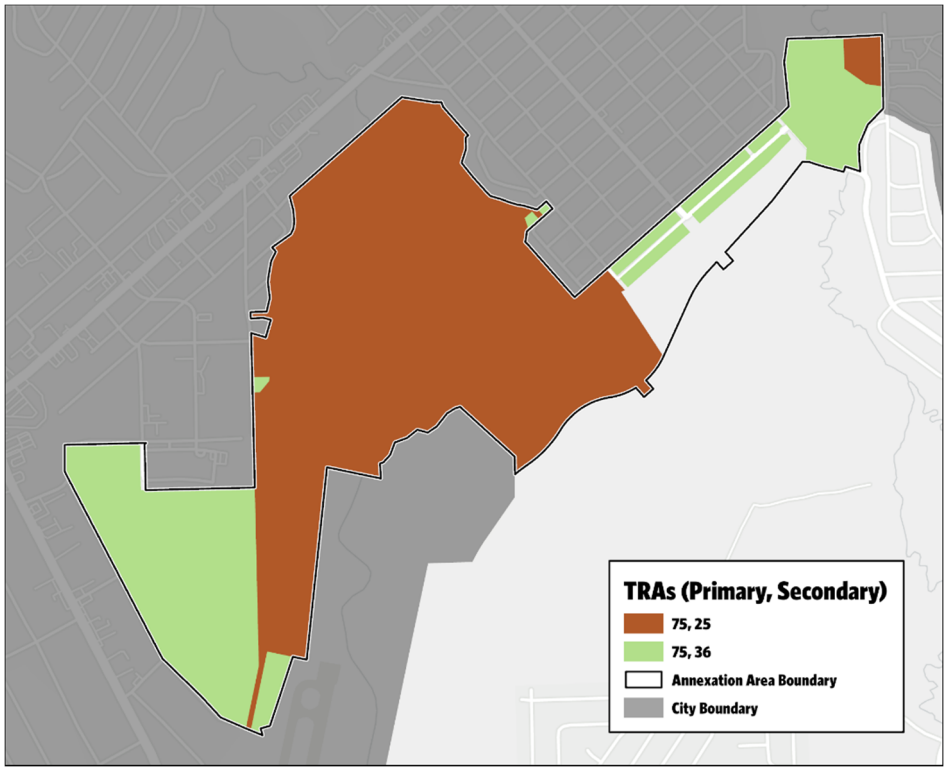
1. Comprises all residents and 50% of the employees.

Based on the estimated tax revenues listed in Table 5 and the estimated public safety and public work expenditures presented in Table 6, the annexation of the Heavenly Parcels is projected to generate $50,998 in annual fiscal surplus based on these selected fiscal revenues and expenditures.

F Proposed Annexation of Cleanup Parcels

As illustrated in Figure 3 and presented in Attachment 2, the proposed annexation of the Cleanup Parcels is comprised of two TRAs and encompasses approximately 378.05 gross acres of land within the unincorporated County, with 87.40 acres of land owned by private entities and 290.65 acres of land owned by public agencies and/or tax-exempt entities.

Figure 3: Map for the Cleanup Parcels



As listed in Table 7, the annexation of the Cleanup Parcels is anticipated to generate $12,694 in the estimated tax revenues upon its annexation to the City. A detailed explanation of these calculations is presented in Attachment 2.

Table 7: Projected Tax Revenues Upon Annexation of the Cleanup Parcels

Estimated Property Tax Revenues		Total Estimated Sales Tax Revenues	Total Estimated Tax Revenues
1% *Ad Valorem* Property Tax	Property Taxes in Lieu of VLF		
$6,115	$2,346	$4,233	$12,694

As detailed in Section D, the annexation of the Cleanup Parcels is anticipated to incur *de minimis* incremental increase in the City's fire and public work expenditures upon its annexation, as the City is already providing those services to the Cleanup Parcels. Since the Cleanup Parcels are primarily comprised of the Tahoe Valley Campground and Upper Truckee Marsh, the City Police does not expect to receive frequent service calls to those areas. Hence, DTA applied a 50% discount to the gross City police cost multiplier of $438.30. As illustrated in Table 8, the annexation of the Cleanup Parcels is anticipated to incur $28,490 in the estimated public safety and public work expenditures upon its annexation to the City.

Table 8: Projected Incremental Service Expenditures Upon Annexation of the Cleanup Parcels

Residential Population	Employees	Persons Served Population[1]	Marginal Cost Increase per Person Served				Total Estimated Incremental Service Expenditures
			Police	Fire	Public Work	Total	
125	10	130	$219.15	$0.00	$0.00	$219.15	$28,490

Note:

1. Comprises all residents and 50% of the employees.

Based on the estimated tax revenues listed in Table 7 and the estimated public safety and public work expenditures presented in Table 8, the annexation of the Cleanup Parcels is projected to incur $15,796 in annual fiscal deficit based on these selected fiscal revenues and expenditures.

G Fiscal Impact Conclusion Summary for Proposed Annexations

The projected fiscal impact for each Annexation Area upon its annexation to the City is summarized in Table 9. As shown in Table 9, the annexation of both Heavenly Parcels and Cleanup Parcels is projected to generate $35,202 in annual fiscal surplus to the City.

Table 9: Summary of Projected Annual Fiscal Impact for Annexation of Annexation Areas

Annexation Area	Gross Acres	Persons Served Population	Estimated Annual Tax Revenues	Estimated Annual Service Expenditures	Projected Annual Fiscal Surplus/ (Deficit)
Heavenly	2,860.27	886	$148,081	$97,083	$50,998
Cleanup	378.05	130	$12,694	$28,490	($15,796)
Total	**3,238.32**	**1,016**	**$160,775**	**$125,573**	**$35,202**

If you have any further questions regarding this Executive Summary, please feel free to contact Kuda Wekwete or Jerry Wen at (800) 969-4DTA.

Enclosures:

1. Attachment 1 – Proposed Heavenly Parcels Annexation
2. Attachment 2 – Proposed Cleanup Parcels Annexation

ATTACHMENT 1

City of South Lake Tahoe
Potential Property Tax and Sales Tax Revenues Resulting from the Proposed Land Annexations



PROPOSED HEAVENLY PARCELS ANNEXATION

dta
www.FinanceDTA.com
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

Proposed Annexation of Heavenly Parcels
Property Tax Revenue Analysis

Tax Rate Area	Acres			Parcel Count			Net Taxable Value [2]	FY 2022-23 1% PT Allocation Factors				Property Tax In Lieu of VLF Increase per $1,000 Assessed Value [6]	Estimated Property Tax Revenues		
	Taxable	Tax-Exempt [1]	Total	Taxable	Tax-Exempt [1]	Total		Gross [3]	ERAF Shift [4]	Net County	City [5]		Basic 1% Allocation	In Lieu of VLFs	Total
075-036	137.28	2,722.99	2,860.27	9	22	31	$47,852,018	29.44%	28.92%	20.93%	10.46%	$0.41	$50,068	$19,676	$69,745
Total	**137.28**	**2,722.99**	**2,860.27**	**9**	**22**	**31**	**$47,852,018**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**$50,068**	**$19,676**	**$69,745**

Notes:
[1] Excludes parcels that do not have TRA information.
[2] Source: El Dorado County Auditor-Controller.
[3] Based on applicable FY 2021-22 basic 1% property tax allocation factors earmarked for the El Dorado County General Fund.
[4] Based on the FY 2021-22 Countywide factor.
[5] Assumes the City would receive 50% of County's current allocation after annexation.
[6] Based on the projected FY 2022-23 Property Tax in lieu of VLF and citywide assessed valuation.

ATTACHMENT 2

City of South Lake Tahoe
Potential Property Tax and Sales Tax Revenues Resulting from the Proposed Land Annexations



PROPOSED CLEANUP PARCELS ANNEXATION

dta
www.FinanceDTA.com
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

Proposed Cleanup Parcels Annexation
Property Tax Revenue Analysis

Tax Rate Area	Acres			Parcel Count			Net Taxable Value [2]	FY 2022-23 1% PT Allocation Factors				Property Tax In Lieu of VLF Increase per $1,000 Assessed Value [6]	Estimated Property Tax Revenues		
	Taxable	Tax-Exempt [1]	Total	Taxable	Tax-Exempt [1]	Total		Gross [3]	ERAF Shift [4]	Net County	City [5]		Basic 1% Allocation	In Lieu of VLFs	Total
075-025	8.80	253.46	262.26	9	12	21	$1,086,905	33.23%	28.92%	23.62%	11.81%	$0.41	$1,284	$447	$1,731
075-036	78.60	37.19	115.79	6	60	66	$4,617,549	29.44%	28.92%	20.93%	10.46%	$0.41	$4,831	$1,899	$6,730
Total	**87.40**	**290.65**	**378.05**	**15**	**72**	**87**	**$5,704,454**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**$6,115**	**$2,346**	**$8,461**

Notes:
[1] Excludes parcels that do not have TRA information.
[2] Source: El Dorado County Auditor-Controller.
[3] Based on applicable FY 2021-22 basic 1% property tax allocation factors earmarked for the El Dorado County General Fund.
[4] Based on the FY 2021-22 Countywide factor.
[5] Assumes the City would receive 50% of County's current allocation after annexation.
[6] Based on the projected FY 2022-23 Property Tax in lieu of VLF and citywide assessed valuation.

www.FinanceDTA.com

SUMMARY MEMORANDUM

October 13, 2023

To: Joseph Irvin and Heather Stroud, City of South Lake Tahoe

From: Kuda Wekwete, Jerry Wen, and Graeme Fraser, DTA

Subject: Potential Fiscal Impacts to the City of South Lake Tahoe Resulting from the Proposed Land Annexation Scenarios

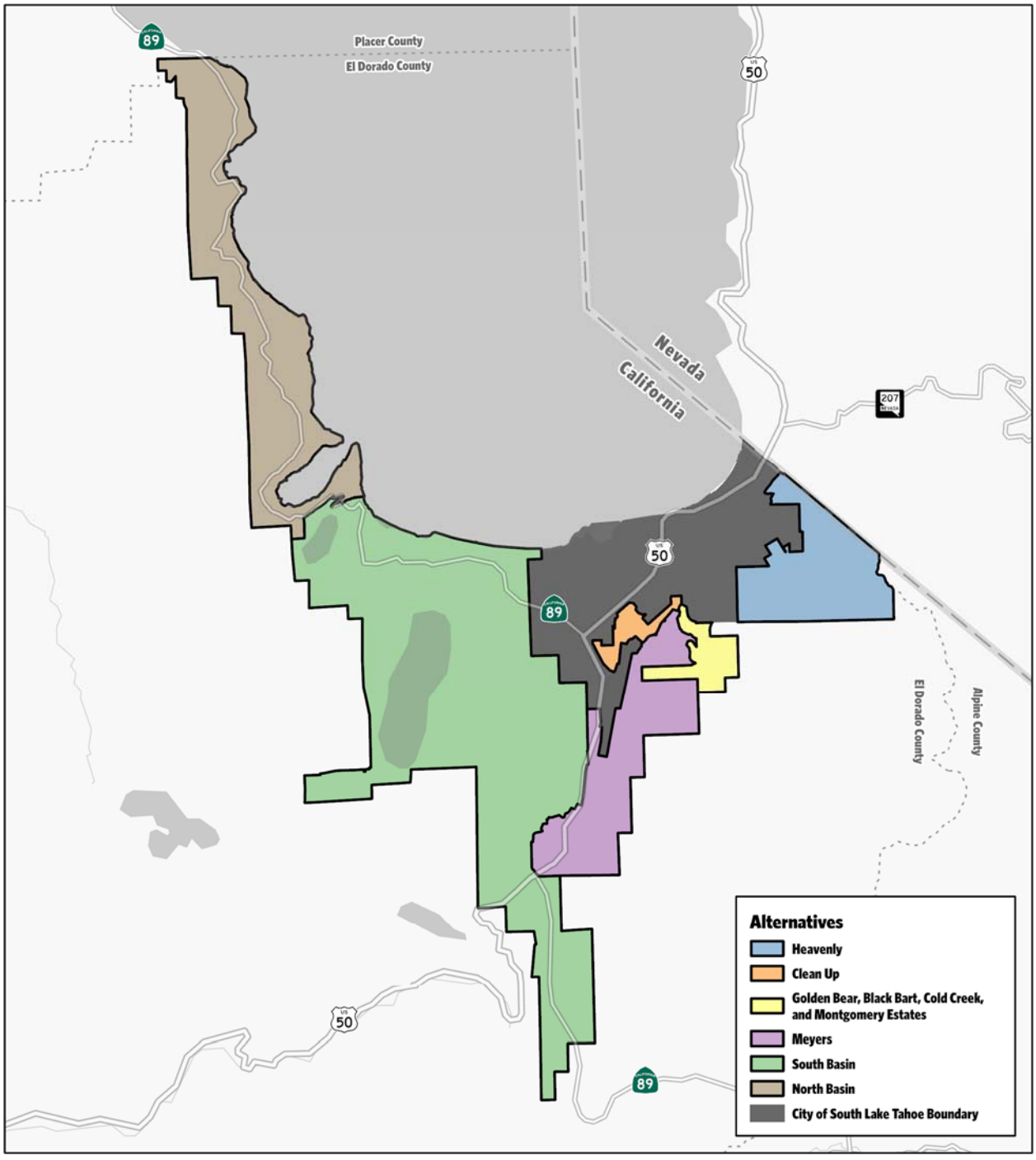
DTA is pleased to present this Executive Summary of a Fiscal Impact Analysis (the "FIA") to assist the City of South Lake Tahoe (the "City") in its evaluation of various Annexation Scenarios (the "Annexation Scenarios") of land within the Unincorporated County of El Dorado (the "County") that are being contemplated by the City. The intent of this memorandum is to compare the projected fiscal impact of each Annexation Scenario to the City by evaluating property tax and sales tax revenues that could be potentially generated by such Annexation Scenario and the costs to provide public safety and public work services therein.

A Description of Annexation Scenarios

The following Annexation Scenarios, comprised of various sets of parcels in the unincorporated County (the "Annexation Parcels") as illustrated in Figure 1, are currently being contemplated by the City:

- Heavenly Annexation Scenario: Encompasses the California area of the Heavenly Resorts (the "Heavenly Parcels");
- Cleanup Annexation Scenario: Includes the Heavenly Annexation Scenario and the additional annexation area generally comprising the Tahoe Valley Campground and Upper Truckee Marsh (the "Cleanup Parcels");
- Golden Bear, Black Bart, Cold Creek, and Montgomery Estates ("GB-BB-CC-ME") Annexation Scenario: Encompasses the Cleanup Annexation Scenario and the additional annexation area generally comprising the residential neighborhoods commonly known as Golden Bear, Black Bart, Cold Creek, and Montgomery Estates (the "GB-BB-CC-ME Parcels");
- Meyers Annexation Scenario: Includes the GB-BB-CC-ME Annexation Scenario and the additional annexation area generally comprising the residential neighborhood commonly known as Meyers (the "Meyers Parcels");
- Basin South Annexation Scenario: Includes the Meyers Annexation Scenario and the additional annexation area generally comprising the territory commonly referred to as the Tahoe South Basin (the "Basin South Parcels");and
- Basin Annexation Scenario: Includes the Basin South Annexation Scenario and the additional annexation area generally comprising the territory commonly referred to as the Tahoe North Basin (the "Basin North Parcels").

Figure 1: Map for the Annexation Parcels



Current parcel characteristics and demographic data for the Annexation Parcels are listed in Table 1. Note, the City provides the estimated residential population for each Annexation Parcel. In addition, DTA utilizes the 2023 Employment Profiles by NAICS Codes reports, produced by Environics Analytics ("EA"), to identify the number of employees working within each Annexation Parcel.

Table 1: Parcel Characteristics and Demographic Data for Annexation Parcels

Annexation Parcels	Gross Acres	Number of Parcels	Residential Population	Employees
Heavenly	2,860.27	31	0	1,771
Cleanup	378.05	87	125	10
GB-BB-CC-ME	638.67	1,768	1,641	151
Meyers	3,081.03	4,445	3,166	337
Basin South	13,831.83	5,406	3,127	1,255
Basin North	5,822.30	2,934	729	232

B Property Tax Analytic Methodology and Assumptions

Property tax revenues are specifically based on the City's estimated share of the general 1% *ad valorem* property tax levy. **For the purpose of this analysis and at the direction of the City staff, it is assumed that the City General Fund will receive 50% of the 1% *ad valorem* property tax levy allocable to the County General Fund, net of the projected Education Revenue Augmentation Fund ("ERAF") property tax shifts, upon the annexation of each Annexation Scenario to the City.** Notably, the 1% *ad valorem* property tax revenues for each Annexation Scenario are estimated based on the Fiscal Year ("FY") 2021-22 basic 1% [Proposition ("Prop") 13] property tax from Tax Rate Areas ("TRAs") encompassing such Annexation Scenario and the FY 2022-23 taxable valuation of corresponding TRAs, per the County Auditor's Office.

The passage of Prop 1A in California in 2004 enacted a constitutional amendment that introduced a new methodology to calculate Property Taxes in Lieu of Vehicle License Fees ("VLFs"). Per California Revenue and Taxation Code §97.70, the amount of Property Taxes in Lieu of VLFs now grows in proportion to the growth rate of gross assessed valuation in a city or county. Property Taxes in Lieu of VLF revenues are projected to grow with the change in the Citywide gross assessed valuation of taxable property from the prior FY.

Property Taxes in Lieu of VLF revenues constitute an addition to other property tax apportionments and were calculated for the purposes of this analysis at $0.41 per $1,000 increase in assessed valuation on a Citywide basis. Table 2 presents the details regarding the Property Taxes in Lieu of VLF assumptions utilized in the Tax Revenue Analysis.

Table 2: Property Taxes in Lieu of VLF Assumptions

Description	Assumptions
City – Total Assessed Value (FY 2022-23)	$6,116,335,132
City – VLF Property Tax Revenues (FY 2022-23)	$2,515,000
VLF Property Tax In-Lieu per $1,000 Assessed Value	$0.41

C Direct Sales Tax Analytic Methodology and Assumptions

DTA utilizes the Retail Market Power® Retail Stores Opportunity Gap analysis (the "Retail Report"), produced by EA, to identify retail supply characteristics of trade areas representing the Annexation Parcels. As illustrated in Table 3, EA derives the estimated supply of retail goods currently available within such trade area, which serves as the basis for the taxable retail sales receipts for each Annexation Scenario.

Table 3: Projected Taxable Sales Receipts

Annexation Scenario	Projected Taxable Sales Receipts						
	Heavenly Parcels	Cleanup Parcels	GB-BB-CC-ME Parcels	Meyers Parcels	Basin South Parcels	Basin North Parcels	Total
Heavenly	$3,133,442	N/A	N/A	N/A	N/A	N/A	**$3,133,442**
Cleanup	$3,133,442	$169,328	N/A	N/A	N/A	N/A	**$3,302,770**
GB-BB-CC-ME	$3,133,442	$169,328	$0	N/A	N/A	N/A	**$3,302,770**
Meyers	$3,133,442	$169,328	$0	$9,019,923	N/A	N/A	**$12,322,693**
Basin South	$3,133,442	$169,328	$0	$9,019,923	$15,997,431	N/A	**$28,320,124**
Basin	$3,133,442	$169,328	$0	$9,019,923	$15,997,431	$1,073,998	**$29,394,122**

Notably, there are certain limitations to the Retail Report when a trade area being analyzed is comprised of dispersed retail establishments such as the Heavenly Parcels. Although restaurants and retail shops within the Heavenly Parcels are seasonal in nature, it is anticipated that the annual sales of such store types would exceed the current estimated taxable sales receipts of $3.1 million. For illustrative and comparative purposes, the average 2022 sales revenue for a Chipotle Mexican Grill restaurant is $2.8 million. Given the higher price points for restaurants in the Heavenly Parcels and a substantial number of visitors during the peak season, it is safe to assume that the annual sales revenue of restaurants alone will be greater than 11% of the revenue of a typical Chipotle Mexican Grill store. Notwithstanding the foregoing, the sales tax projection for the Heavenly Parcels is conservatively based on the taxable sales receipts of $3.1 million.

The City currently receives 2.50% of taxable sales receipts, which include a 1.00% sales tax established by Municipal Code §3.10.050, Measure Q sales tax, a 0.50% voter-approved sales tax, and Measure S sales tax, a 1.00% voter-approved sales tax. **For the purpose of this analysis and at the direction of the City staff, it is assumed that the City will receive 100% of applicable sales taxes upon the annexation of each Annexation Scenario to the City** .

D Public Safety and Public Work Cost Analytic Methodology and Assumptions

DTA utilizes the Per Capita/Multiplier Approach to estimate the costs of providing public safety and public work to each Annexation Scenario, which involves calculating the average costs per Capita/Persons Served utilizing the fiscal year ("FY") 2022-2023 City Budget and applying these cost factors to the estimated numbers of Persons Served within each Annexation Scenario. DTA has determined that utilizing a Persons Served population comprised of all residents and 50% of the employees working at locations within a given service area is common fiscal practice in generally quantifying the impacts of new service area if more specific local data or facilities usage data is not readily available. This ratio assumes that an employee would spend only 8 active hours in the City per day versus a resident who is active for 16 hours a day. This would yield an estimated Persons Served population of 30,171 based on 22,800 City residents[1] and 50% of 14,741 employees working within the City[2].

[1] Source: California Department of Finance, Housing and Population Information, January 1, 2022.
[2] Source: EA, EmploymentProfiles by NAICS Codes 2023 for the City of South Lake Tahoe.

The foregoing Persons Served population estimate requires an additional adjustment to account for the fact that the City is already providing road maintenance and snow plowing services to the Heavenly Parcels and Cleanup Parcels due to the immediate proximity and geography. Furthermore, under current cooperative arrangements between the City Fire Department, County Fire Protection District, and Lake Valley Fire Department, the City Fire Department is the first responder for non-forest fire incidents[3] to the Heavenly Parcels and Cleanup Parcels. Hence, DTA revised the estimated Persons Served population from 30,171 to 31,187 to account for 125 residents and 50% of 1,781 employees working within those areas. Table 4 presents calculation of the gross marginal increase in public safety and public work expenditures on a per Person Served basis.

Table 4: General Fund Public Safety and Public Work Expenditures (Multiplier Method)

Service Category	FY 2022-2023 City General Fund Expenditures	Persons Served Population	Gross Marginal Cost Increase per Person Served
Police	$13,223,803	30,171	$438.30
Fire	$9,986,351	31,187	$320.21
Public Work	$4,478,081	31,187	$143.59

Notably, DTA did not include the substantial number of annual City visitors in determining the Persons Served population, even though such methodology would yield more accurate, i.e., lower, cost parameters to account for the service demands generated by the visitors. There are several reasons for this approach. First, as detailed later in Sections E and F, the City is already providing the majority of the public safety and public works services to the Heavenly Parcels and Cleanup Parcels, which are the only areas with a significant number of visitors and would necessitate an incremental increase to the City's current public safety and public works expenditures once the City becomes the official provider of those services after the annexation. Second, since the GB-BB-CC-ME Parcels, Meyers Parcels, and Basin Parcels are comprised primarily of residential neighborhoods and the supporting retail and commercial land uses, DTA conservatively estimated the City's marginal cost to provide the public safety and public works services to those areas as if the City were comprised primarily of residents and employees, with de minimis visitors.

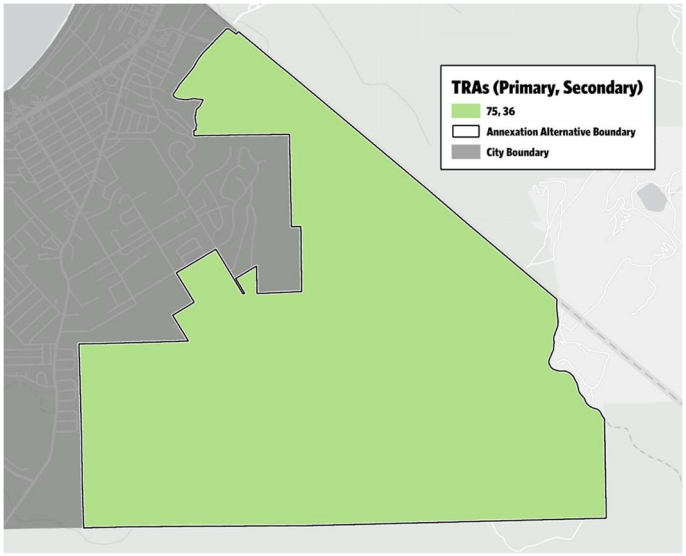
The City's public safety and public work expenditures are not expected to increase on a one-to-one basis with the annexation of each Annexation Scenario. To project these numbers without any adjustment would result in inaccurate conclusions. To accurately reflect the estimated ratio of fixed costs to variable costs, DTA applied a series of discount rates to those expenditures with considerations of circumstances applicable to each Annexation Scenario.

[3] The California Department of Forestry and Fire Protection will respond to the forest fire incidents.

E Proposed Heavenly Annexation Scenario

As illustrated in Figure 2 and presented in Attachment 1, the proposed Heavenly Annexation Scenario is comprised of one TRA and encompasses approximately 2,860.27 gross acres of land within the unincorporated County, with 137.28 acres of land owned by private entities and 2,722.99 acres of land owned by public agencies and/or tax-exempt entities.

Figure 2: Map for the Heavenly Annexation Scenario



As listed in Table 5, the Heavenly Annexation Scenario is anticipated to generate $148,081 in the estimated tax revenues upon its annexation to the City. A detailed explanation of these calculations is presented in **Attachment 1**.

Table 5: Projected Tax Revenues for the Heavenly Annexation Scenario

Estimated Property Tax Revenues		Total Estimated Sales Tax Revenues	Total Estimated Tax Revenues
1% *Ad Valorem* Property Tax	Property Taxes in Lieu of VLF		
$50,068	$19,676	$78,336	$148,081

As detailed in Section D, the Heavenly Annexation Scenario is anticipated to incur de minimis incremental increase in the City's fire and public work expenditures upon its annexation, as the City is already providing those services to the Heavenly Parcels. The County Sheriff currently handles service calls to the Heavenly Parcels, with the City Police providing supplementary support. Although the City Police Department would become the primary agency for calls to the Heavenly Parcels upon its annexation, the County Sheriff is expected to reciprocate the supplementary support that it currently receives for the Heavenly Parcels. Hence, the City Police is not anticipated to need additional officers or staff to provide service to the Heavenly Parcels. To reflect the minimum expected increase in the ratio of variable costs to fixed costs, DTA applied a 75% discount to the gross City police cost multiplier of $438.30. As illustrated in Table 6, the Heavenly Annexation Scenario is anticipated to incur $97,083 in the estimated public safety and public work expenditures upon its annexation to the City.

Table 6: Projected Incremental Service Expenditures for the Heavenly Annexation Scenario

Annexation Parcels	Residential Population	Employees	Persons Served Population[1]	Marginal Cost Increase per Person Served				Total Estimated Incremental Service Expenditures
				Police	Fire	Public Work	Total	
Heavenly	0	1,771	886	$109.58	$0.00	$0.00	$109.58	$97,083
Total	**0**	**1,771**	**886**	**N/A**	**N/A**	**N/A**	**N/A**	**$97,083**

Note:

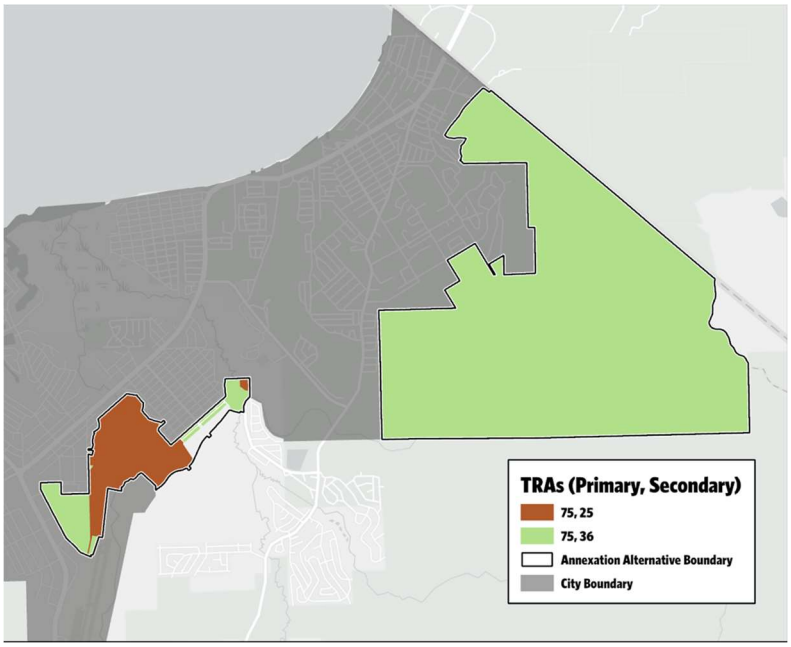
1. Comprises all residents and 50% of the employees.

Based on the estimated tax revenues listed in Table 5 and the estimated public safety and public work expenditures presented in Table 6, the Heavenly Annexation Scenario is projected to generate $50,998 in annual fiscal surplus based on these selected fiscal revenues and expenditures.

F Proposed Cleanup Annexation Scenario

As illustrated in Figure 3 and presented in Attachment 2, the proposed Cleanup Annexation Scenario is comprised of two TRAs and encompasses approximately 3,238.32 gross acres of land within the unincorporated County, with 224.68 acres of land owned by private entities and 3,013.64 acres of land owned by public agencies and/or tax-exempt entities.

Figure 3: Map for the Cleanup Annexation Scenario



As listed in Table 7, the Cleanup Annexation Scenario is anticipated to generate $160,775 in the estimated tax revenues upon its annexation to the City. A detailed explanation of these calculations is presented in Attachment 2.

Table 7: Projected Tax Revenues for the Cleanup Annexation Scenario

Estimated Property Tax Revenues		Total Estimated Sales Tax Revenues	Total Estimated Tax Revenues
1% *Ad Valorem* Property Tax	Property Taxes in Lieu of VLF		
$56,183	$22,022	$82,569	$160,775

As detailed in Section D, the Cleanup Annexation Scenario is anticipated to incur de minimis incremental increase in the City's fire and public work expenditures upon its annexation, as the City is already providing those services to the Heavenly Parcels and Cleanup Parcels. Since the Cleanup Parcels are primarily comprised of the Tahoe Valley Campground and Upper Truckee Marsh, the City Police does not expect to receive frequent service calls to those areas. Hence, DTA applied a 50% discount to the gross City police cost multiplier of $438.30. As illustrated in Table 8, the Cleanup Annexation Scenario is anticipated to incur $125,573 in the estimated public safety and public work expenditures upon its annexation to the City.

Table 8: Projected Incremental Service Expenditures for the Cleanup Annexation Scenario

Annexation Parcels	Residential Population	Employees	Persons Served Population[1]	Marginal Cost Increase per Person Served				Total Estimated Incremental Service Expenditures
				Police	Fire	Public Work	Total	
Heavenly	0	1,771	886	$109.58	$0.00	$0.00	$109.58	$97,083
Cleanup	125	10	130	$219.15	$0.00	$0.00	$219.15	$28,490
Total	**125**	**1,781**	**1,016**	**N/A**	**N/A**	**N/A**	**N/A**	**$125,573**

Note:

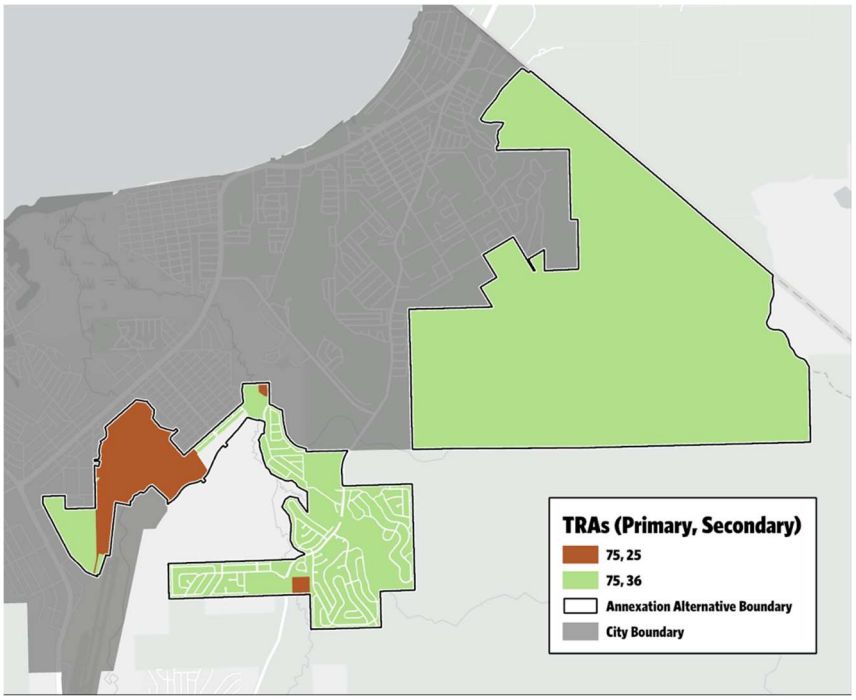
1. Comprises all residents and 50% of the employees.

Based on the estimated tax revenues listed in Table 7 and the estimated public safety and public work expenditures presented in Table 8, the Cleanup Annexation Scenario is projected to generate $35,202 in annual fiscal surplus based on these selected fiscal revenues and expenditures.

G Proposed Golden Bear, Black Bart, Cold Creek, and Montgomery Estates Annexation Scenario

As illustrated in Figure 4 and presented in Attachment 3, the proposed GB-BB-CC-ME Annexation Scenario is comprised of two TRAs and encompasses approximately 3,876.99 gross acres of land within the unincorporated County, with 661.48 acres of land owned by private entities and 3,215.51 acres of land owned by public agencies and/or tax-exempt entities.

Figure 4: Map for the GB-BB-CC-ME Annexation Scenario



As listed in Table 9, the GB-BB-CC-ME Annexation Scenario is anticipated to generate $1,068,019 in the estimated tax revenues upon its annexation to the City. A detailed explanation of these calculations is presented in Attachment 3.

Table 9: Projected Tax Revenues for the GB-BB-CC-ME Annexation Scenario

Estimated Property Tax Revenues		Total Estimated Sales Tax Revenues	Total Estimated Tax Revenues
1% *Ad Valorem* Property Tax	Property Taxes in Lieu of VLF		
$707,474	$277,975	$82,569	$1,068,019

Given the close proximity of the GB-BB-CC-ME Parcels to the City, it is estimated that the marginal increase in the public safety and public work expenditures to serve those parcels will be approximately 75%. Therefore, a 25% discount is applied to the gross City public safety and public work cost multiplier of $902.10.

As presented in Table 10, the GB-BB-CC-ME Annexation Scenario is anticipated to incur $1,287,252 in the estimated public safety and public work expenditures upon its annexation to the City.

Table 10: Projected Incremental Service Expenditures for the GB-BB-CC-ME Annexation Scenario

Annexation Parcels	Residential Population	Employees	Persons Served Population[1]	Marginal Cost Increase per Person Served				Total Estimated Incremental Service Expenditures
				Police	Fire	Public Work	Total	
Heavenly	0	1,771	886	$109.58	$0.00	$0.00	$109.58	$97,083
Cleanup	125	10	130	$219.15	$0.00	$0.00	$219.15	$28,490
GB-BB-CC-ME	1,641	151	1,717	$328.73	$240.16	$107.69	$676.58	$1,161,679
Total	**1,766**	**1,932**	**2,733**	**N/A**	**N/A**	**N/A**	**N/A**	**$1,287,252**

Note:

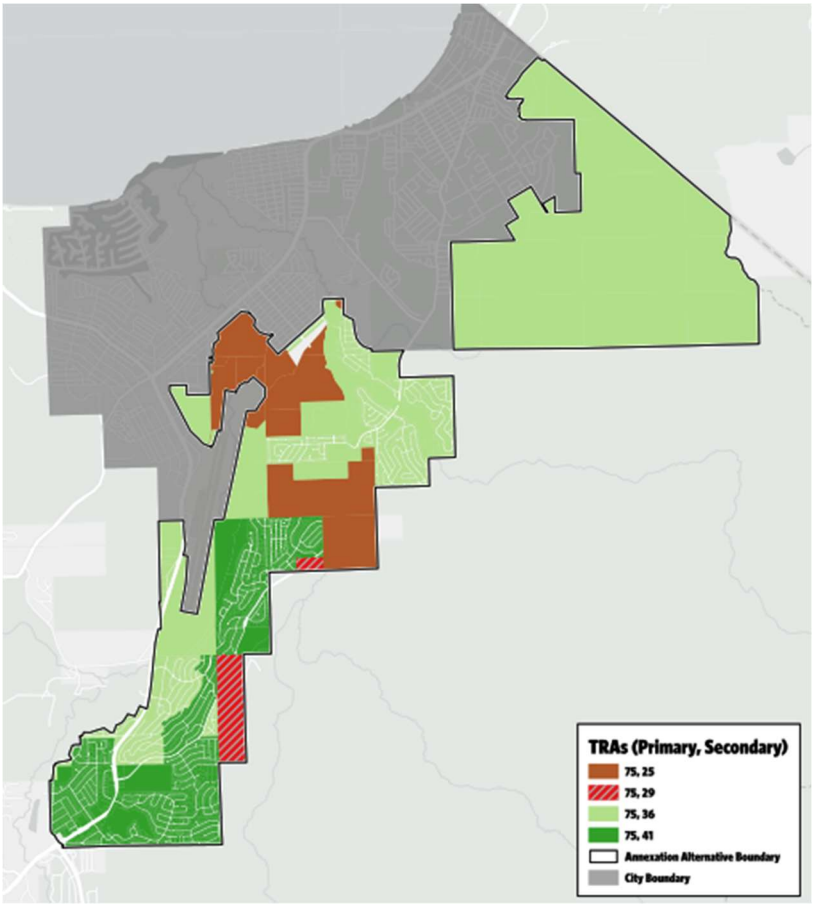
1. Comprises all residents and 50% of the employees.

Based on the estimated tax revenues listed in Table 9 and the estimated public safety and public work expenditures presented in Table 10 the GB-BB-CC-ME Annexation Scenario is projected to incur $219,233 in annual fiscal deficit based on these selected fiscal revenues and expenditures.

H Proposed Meyers Annexation Scenario

As illustrated in Figure 5 and presented in Attachment 4, the proposed Meyers Annexation Scenario is comprised of four TRAs and encompasses approximately 6,958.02 gross acres of land within the unincorporated County, with 1,661.98 acres of land owned by private entities and 5,296.04 acres of land owned by public agencies and/or tax-exempt entities.

Figure 5: Map for the Meyers Annexation Scenario



As listed in Table 11, the Meyers Annexation Scenario is anticipated to generate $2,935,118 in the estimated tax revenues upon its annexation to the City. A detailed explanation of these calculations is presented in Attachment 4.

Table 11: Projected Tax Revenues for the Meyers Annexation Scenario

Estimated Property Tax Revenues		Total Estimated Sales Tax Revenues	Total Estimated Tax Revenues
1% *Ad Valorem* Property Tax	Property Taxes in Lieu of VLF		
$1,885,967	$741,084	$308,067	$2,935,118

Given the distance of the Meyers Parcels from the City limits, DTA conservatively applied no discount to the gross City public safety and public work cost multiplier of $902.10.

As presented in Table 12, the Meyers Annexation Scenario is anticipated to incur $4,295,756 in the estimated public safety expenditures and public work upon its annexation to the City.

Table 12: Projected Incremental Service Expenditures for the Meyers Annexation Scenario

Annexation Parcels	Residential Population	Employees	Persons Served Population[1]	Marginal Cost Increase per Person Served				Total Estimated Incremental Service Expenditures
				Police	Fire	Public Work	Total	
Heavenly	0	1,771	886	$109.58	$0.00	$0.00	$109.58	$97,083
Cleanup	125	10	130	$219.15	$0.00	$0.00	$219.15	$28,490
GB-BB-CC-ME	1,641	151	1,717	$328.73	$240.16	$107.69	$676.58	$1,161,679
Meyers	3,166	337	3,335	$438.30	$320.21	$143.59	$902.10	$3,008,504
Total	**4,932**	**2,269**	**6,068**	**N/A**	**N/A**	**N/A**	**N/A**	**$4,295,756**

Note:

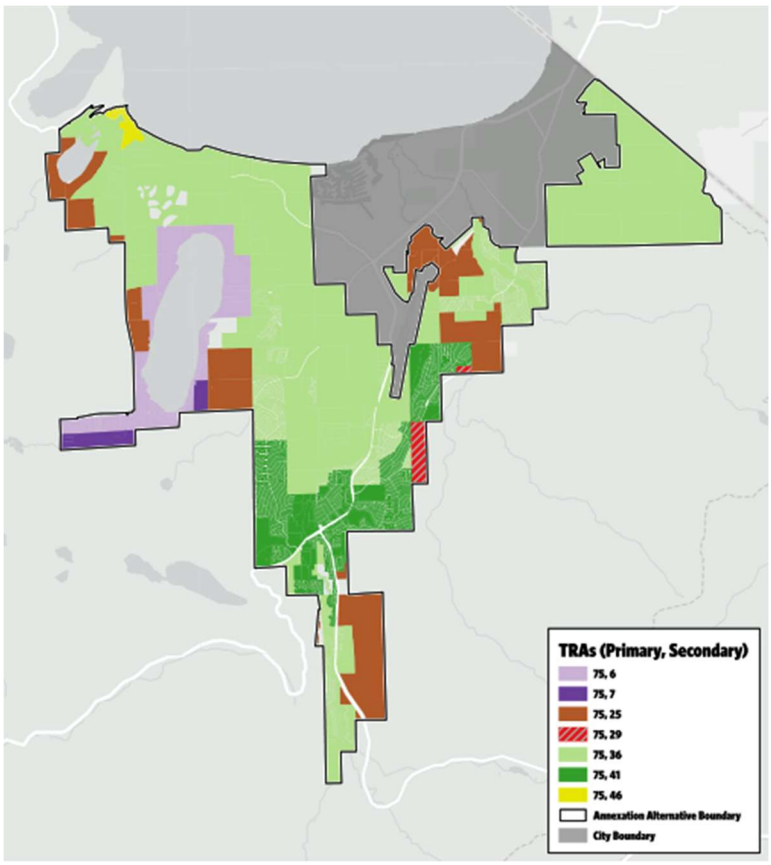
1. Comprises all residents and 50% of the employees.

Based on the estimated tax revenues listed in Table 11 and the estimated public safety and public work expenditures presented in Table 12, the Meyers Annexation Scenario is projected to incur $1,360,638 in annual fiscal deficit based on these selected fiscal revenues and expenditures.

I Proposed Basin South Annexation Scenario

As illustrated in Figure 6 and presented in Attachment 5, the proposed Basin South Annexation Scenario is comprised of 7 TRAs and encompasses approximately 20,789.85 gross acres of land within the unincorporated County, with 3,990.62 acres of land owned by private entities and 16,799.23 acres of land owned by public agencies and/or tax-exempt entities.

Figure 6: Map for the Basin South Annexation Scenario



As listed in Table 13, the Basin South Annexation Scenario is anticipated to generate $5,296,775 in the estimated tax revenues upon its annexation to the City. A detailed explanation of these calculations is presented in **Attachment 5**.

Table 13: Projected Tax Revenues for the Basin South Annexation Scenario

Estimated Property Tax Revenues		Total Estimated Sales Tax Revenues	Total Estimated Tax Revenues
1% *Ad Valorem* Property Tax	Property Taxes in Lieu of VLF		
$3,298,635	$1,290,137	$708,003	$5,296,775

Given the distance of the Basin South Parcels from the City limits, DTA conservatively applied no discount to the gross City public safety and public work cost multiplier of $902.10.

As presented in Table 14, the Basin South Annexation Scenario is anticipated to incur $7,683,142 in the estimated public safety and public work expenditures upon its annexation to the City.

Table 14: Projected Incremental Service Expenditures for the Basin South Annexation Scenario

Annexation Parcels	Residential Population	Employees	Persons Served Population[1]	Marginal Cost Increase per Person Served				Total Estimated Incremental Service Expenditures
				Police	Fire	Public Work	Total	
Heavenly	0	1,771	886	$109.58	$0.00	$0.00	$109.58	$97,083
Cleanup	125	10	130	$219.15	$0.00	$0.00	$219.15	$28,490
GB-BB-CC-ME	1,641	151	1,717	$328.73	$240.16	$107.69	$676.58	$1,161,679
Meyers	3,166	337	3,335	$438.30	$320.21	$143.59	$902.10	$3,008,504
Basin South	3,127	1,255	3,755	$438.30	$320.21	$143.59	$902.10	$3,387,386
Total	**8,059**	**3,524**	**9,823**	**N/A**	**N/A**	**N/A**	**N/A**	**$7,683,142**

Note:

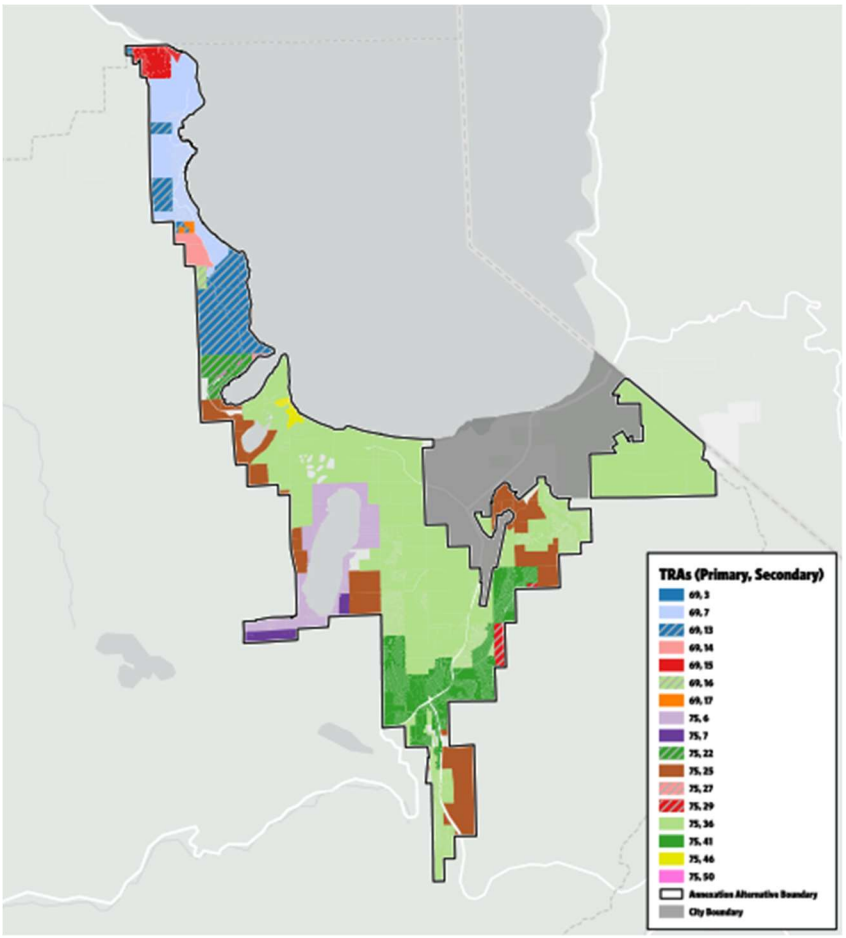
1. Comprises all residents and 50% of the employees.

Based on the estimated tax revenues listed in Table 13 and the estimated public safety and public work expenditures presented in Table 14, the Basin South Annexation Scenario is projected to incur $2,386,367 in annual fiscal deficit based on these selected fiscal revenues and expenditures.

J Proposed Basin Annexation Scenario

As illustrated in Figure 7 and presented in Attachment 6, the proposed Basin Annexation Scenario is comprised of 17 TRAs and encompasses approximately 26,612.15 gross acres of land within the unincorporated County, with 5,134.91 acres of land owned by private entities and 21,477.24 acres of land owned by public agencies and/or tax-exempt entities.

Figure 7: Map for the Basin Annexation Scenario



As listed in Table 15, the Basin Annexation Scenario is anticipated to generate $7,713,733 in the estimated tax revenues upon its annexation to the City. A detailed explanation of these calculations is presented in **Attachment 6**.

Table 15: Projected Tax Revenues for the Basin Annexation Scenario

Estimated Property Tax Revenues		Total Estimated Sales Tax Revenues	Total Estimated Tax Revenues
1% *Ad Valorem* Property Tax	Property Taxes in Lieu of VLF		
$5,117,892	$1,860,987	$734,853	$7,713,733

Given the distance of the Basin North Parcels from the City limits, DTA conservatively applied no discount to the gross City public safety and public work cost multiplier of $902.10.

As presented in Table 16, the Basin Annexation Scenario is anticipated to incur $8,445,417 in the estimated public safety and public work expenditures upon its annexation to the City.

Table 16: Projected Incremental Service Expenditures for the Basin Annexation Scenario

Annexation Parcels	Residential Population	Employees	Persons Served Population[1]	Marginal Cost Increase per Person Served				Total Estimated Incremental Service Expenditures
				Police	Fire	Public Work	Total	
Heavenly	0	1,771	886	$109.58	$0.00	$0.00	$109.58	$97,083
Cleanup	125	10	130	$219.15	$0.00	$0.00	$219.15	$28,490
GB-BB-CC-ME	1,641	151	1,717	$328.73	$240.16	$107.69	$676.58	$1,161,679
Meyers	3,166	337	3,335	$438.30	$320.21	$143.59	$902.10	$3,008,504
Basin South	3,127	1,255	3,755	$438.30	$320.21	$143.59	$902.10	$3,387,386
Basin North	729	232	845	$438.30	$320.21	$143.59	$902.10	$762,275
Total	**8,788**	**3,756**	**10,668**	**N/A**	**N/A**	**N/A**	**N/A**	**$8,445,417**

Note:

2. Comprises all residents and 50% of the employees.

Based on the estimated tax revenues listed in Table 14 and the estimated public safety and public work expenditures presented in Table 15, the Basin Annexation Scenario is projected to incur $731,684 in annual fiscal deficit based on these selected fiscal revenues and expenditures.

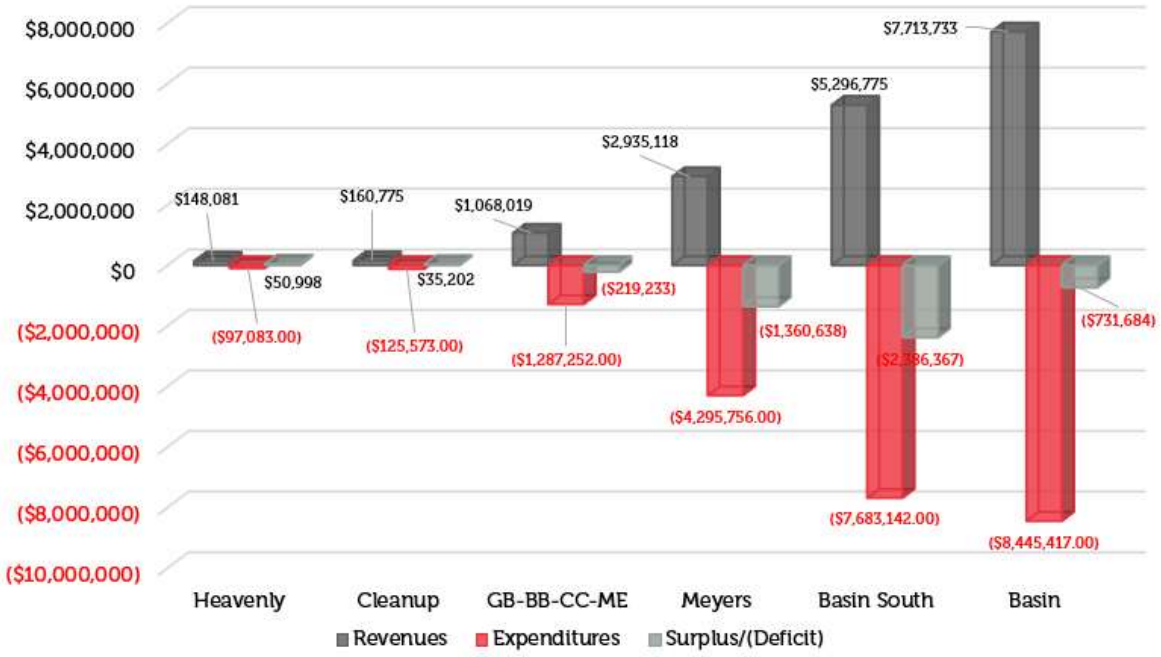
K Fiscal Impact Comparison Summary for Annexation Scenarios

The projected fiscal impact for each Annexation Scenario upon its annexation to the City is summarized in Table 17 and illustrated in Figure 8.

Table 17: Comparison of Projected Annual Fiscal Impact for Annexation Scenarios

Annexation Scenario	Gross Acres	Persons Served Population	Estimated Annual Tax Revenues	Estimated Annual Service Expenditures	Projected Annual Fiscal Surplus/ (Deficit)
Heavenly	2,860.27	886	$148,081	$97,083	$50,998
Cleanup	3,238.32	1,016	$160,775	$125,573	$35,202
GB-BB-CC-ME	3,876.99	2,733	$1,068,019	$1,287,252	($219,233)
Meyers	6,958.02	6,068	$2,935,118	$4,295,756	($1,360,638)
Basin South	20,789.85	9,823	$5,296,775	$7,683,142	($2,386,367)
Basin	26,612.15	10,668	$7,713,733	$8,445,417	($731,684)

Figure 8: Comparison of Projected Annual Fiscal Impact for Annexation Scenarios



If you have any further questions regarding this Executive Summary, please feel free to contact Kuda Wekwete or Jerry Wen at (800) 969-4DTA.

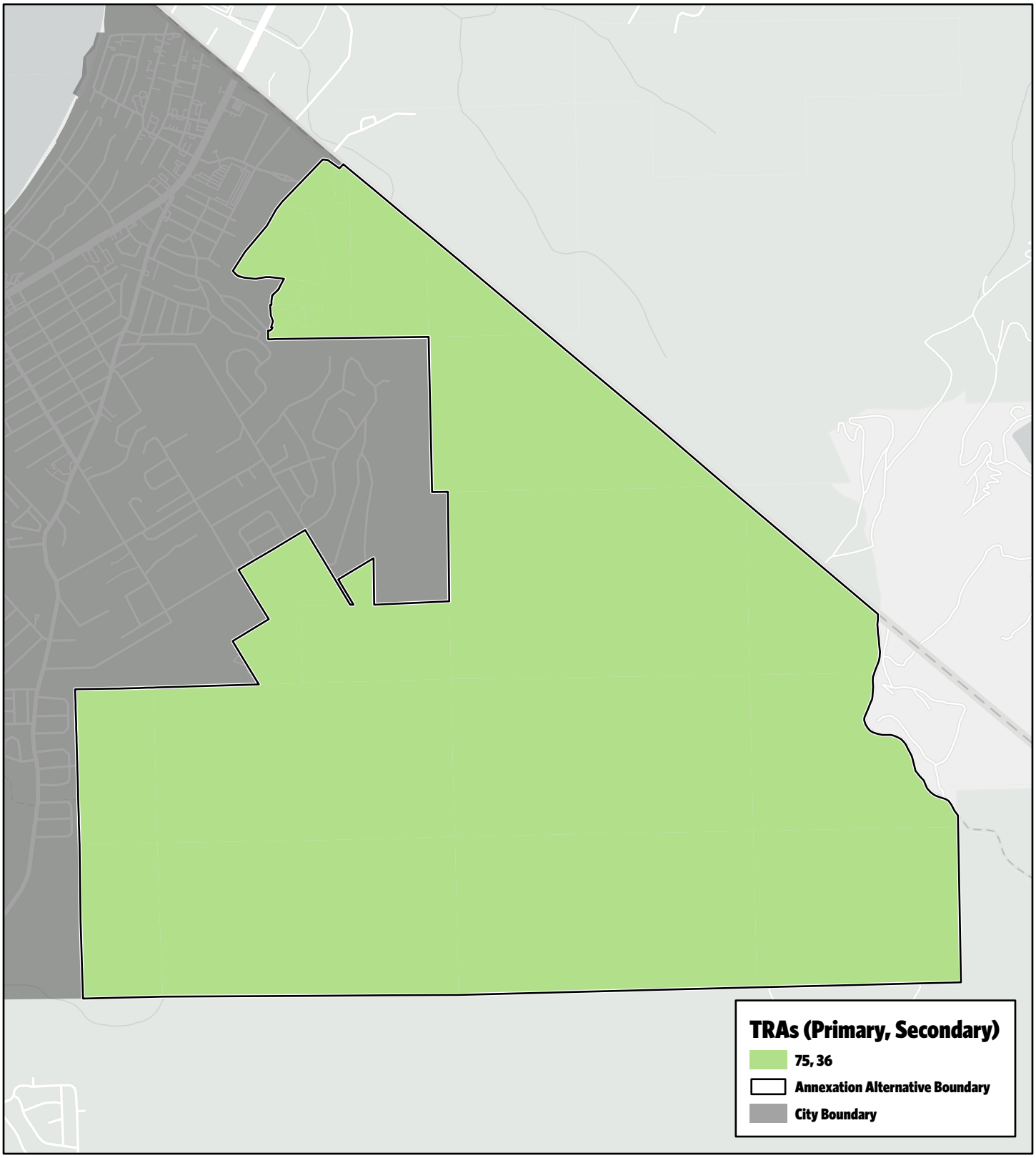
Enclosures:

1. Attachment 1 – Proposed Heavenly Annexation Scenario
2. Attachment 2 – Proposed Cleanup Annexation Scenario
3. Attachment 3 – Proposed Golden Bear, Black Bart, Cold Creek, and Montgomery Estates Annexation Scenario
4. Attachment 4 – Proposed Meyers Annexation Scenario
5. Attachment 5 – Proposed Basin South Annexation Scenario
6. Attachment 6 – Proposed Basin Annexation Scenario

ATTACHMENT 1

City of South Lake Tahoe
Potential Property Tax and Sales Tax Revenues Resulting from the Proposed Land Annexation Scenarios

PROPOSED HEAVENLY ANNEXATION SCENARIO



CITY OF SOUTH LAKE TAHOE

Heavenly Alternative

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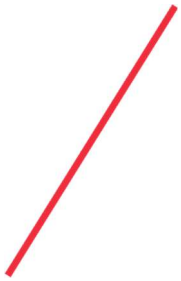
Preliminary Annexation Property Tax Revenue Analysis
Heavenly Alternative Annexation Scenario
Estimated Property Tax Revenues

Tax Rate Area	Acres			Parcel Count			Net Taxable Value [2]	FY 2022-23 1% PT Allocation Factors				Property Tax In Lieu of VLF Increase per $1,000 Assessed Value [6]	Estimated Property Tax Revenues		
	Taxable	Tax-Exempt [1]	Total	Taxable	Tax-Exempt [1]	Total		Gross [3]	ERAF Shift [4]	Net County	City [5]		Basic 1% Allocation	In Lieu of VLFs	Total
075-036	137.28	2,722.99	2,860.27	9	22	31	$47,852,018	29.44%	28.92%	20.93%	10.46%	$0.41	$50,068	$19,676	$69,745
Total	**137.28**	**2,722.99**	**2,860.27**	**9**	**22**	**31**	**$47,852,018**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**$50,068**	**$19,676**	**$69,745**

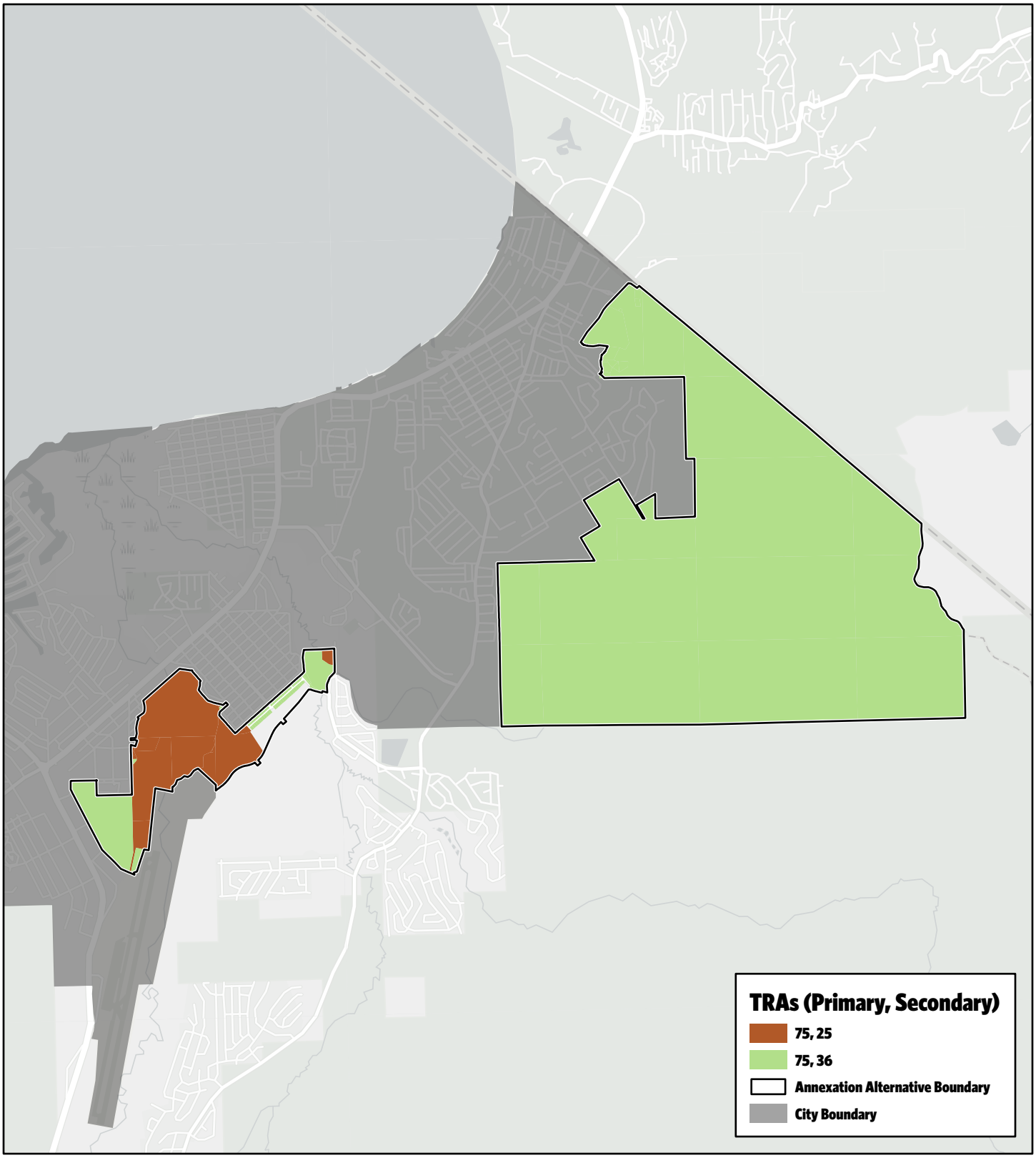
Notes:
[1] Excludes parcels that do not have TRA information.
[2] Source: El Dorado County Auditor-Controller.
[3] Based on applicable FY 2021-22 basic 1% property tax allocation factors earmarked for the El Dorado County General Fund.
[4] Based on the FY 2021-22 Countywide factor.
[5] Assumes the City would receive 50% of County's current allocation after annexation.
[6] Based on the projected FY 2022-23 Property Tax in lieu of VLF and citywide assessed valuation.

ATTACHMENT 2

City of South Lake Tahoe
Potential Property Tax and Sales Tax Revenues Resulting from the Proposed Land Annexation Scenarios



PROPOSED CLEANUP ANNEXATION SCENARIO



CITY OF SOUTH LAKE TAHOE

Clean Up Alternative

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Preliminary Annexation Property Tax Revenue Analysis
Clean Up Alternative Annexation Scenario
Estimated Property Tax Revenues

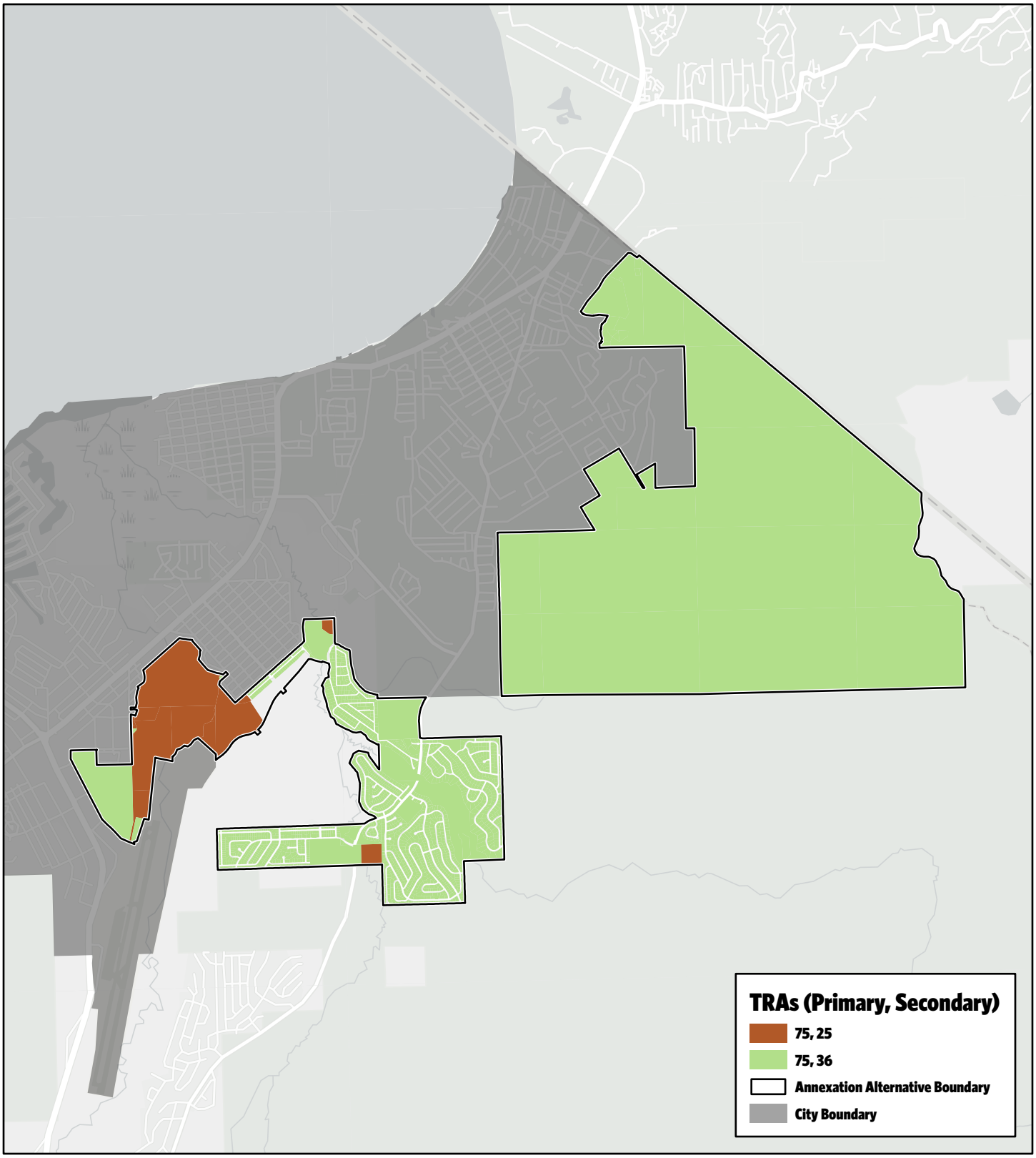
Tax Rate Area	Acres			Parcel Count			Net Taxable Value [2]	FY 2022-23 1% PT Allocation Factors				Property Tax In Lieu of VLF Increase per $1,000 Assessed Value [6]	Estimated Property Tax Revenues		
	Taxable	Tax-Exempt [1]	Total	Taxable	Tax-Exempt [1]	Total		Gross [3]	ERAF Shift [4]	Net County	City [5]		Basic 1% Allocation	In Lieu of VLFs	Total
075-025	8.80	253.46	262.26	9	12	21	$1,086,905	33.23%	28.92%	23.62%	11.81%	$0.41	$1,284	$447	$1,731
075-036	215.88	2,760.18	2,976.06	15	82	97	$52,469,567	29.44%	28.92%	20.93%	10.46%	$0.41	$54,900	$21,575	$76,475
Total	**224.68**	**3,013.64**	**3,238.32**	**24**	**94**	**118**	**$53,556,472**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**$56,183**	**$22,022**	**$78,205**

Notes:
[1] Excludes parcels that do not have TRA information.
[2] Source: El Dorado County Auditor-Controller.
[3] Based on applicable FY 2021-22 basic 1% property tax allocation factors earmarked for the El Dorado County General Fund.
[4] Based on the FY 2021-22 Countywide factor.
[5] Assumes the City would receive 50% of County's current allocation after annexation.
[6] Based on the projected FY 2022-23 Property Tax in lieu of VLF and citywide assessed valuation.

ATTACHMENT 3

City of South Lake Tahoe
Potential Property Tax and Sales Tax Revenues Resulting from the Proposed Land Annexation Scenarios

PROPOSED GOLDEN BEAR, BLACK BART, COLD CREEK, AND MONTGOMERY ESTATES ANNEXATION SCENARIO



CITY OF SOUTH LAKE TAHOE

Golden Bear, Black Bart, Cold Creek, and Montgomery Estates Alternative

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Preliminary Annexation Property Tax Revenue Analysis
Golden Bear, Black Bart, Cold Creek and Montgomery Estates Alternative Annexation Scenario
Estimated Property Tax Revenues

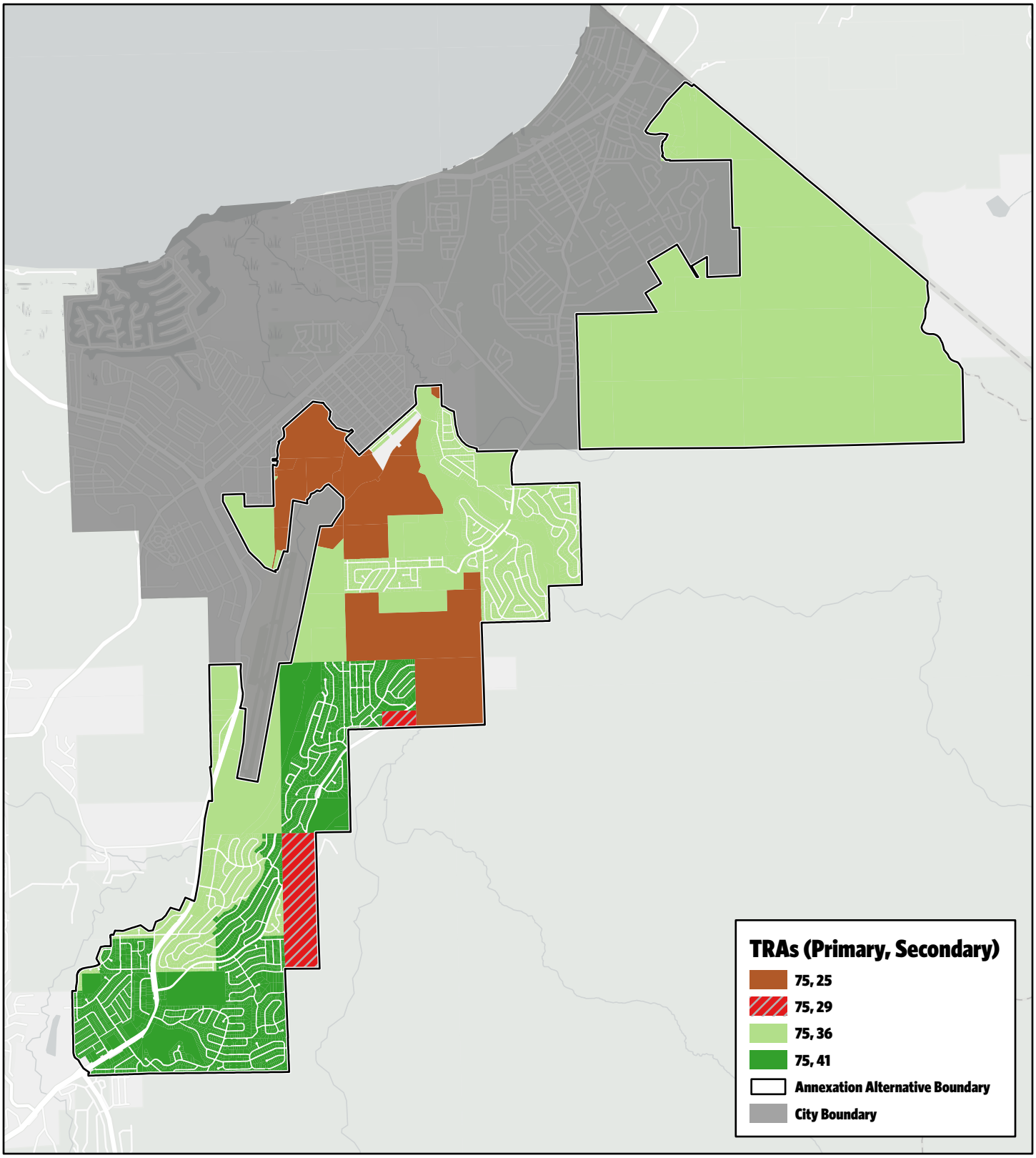
Tax Rate Area	Acres			Parcel Count			Net Taxable Value [2]	FY 2022-23 1% PT Allocation Factors				Property Tax In Lieu of VLF Increase per $1,000 Assessed Value [6]	Estimated Property Tax Revenues		
	Taxable	Tax-Exempt [1]	Total	Taxable	Tax-Exempt [1]	Total		Gross [3]	ERAF Shift [4]	Net County	City [5]		Basic 1% Allocation	In Lieu of VLFs	Total
075-025	8.80	263.55	272.35	9	13	22	$1,086,905	33.23%	28.92%	23.62%	11.81%	$0.41	$1,284	$447	$1,731
075-036	652.68	2,951.96	3,604.64	1,458	406	1,864	$674,932,376	29.44%	28.92%	20.93%	10.46%	$0.41	$706,190	$277,528	$983,719
Total	**661.48**	**3,215.51**	**3,876.99**	**1,467**	**419**	**1,886**	**$676,019,281**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**$707,474**	**$277,975**	**$985,449**

Notes:
[1] Excludes parcels that do not have TRA information.
[2] Source: El Dorado County Auditor-Controller.
[3] Based on applicable FY 2021-22 basic 1% property tax allocation factors earmarked for the El Dorado County General Fund.
[4] Based on the FY 2021-22 Countywide factor.
[5] Assumes the City would receive 50% of County's current allocation after annexation.
[6] Based on the projected FY 2022-23 Property Tax in lieu of VLF and citywide assessed valuation.

ATTACHMENT 4

City of South Lake Tahoe
Potential Property Tax and Sales Tax Revenues Resulting from the Proposed Land Annexation Scenarios

PROPOSED MEYERS ANNEXATION SCENARIO



CITY OF SOUTH LAKE TAHOE

Meyers Alternative

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Preliminary Annexation Property Tax Revenue Analysis
Meyers Alternative Annexation Scenario
Estimated Property Tax Revenues

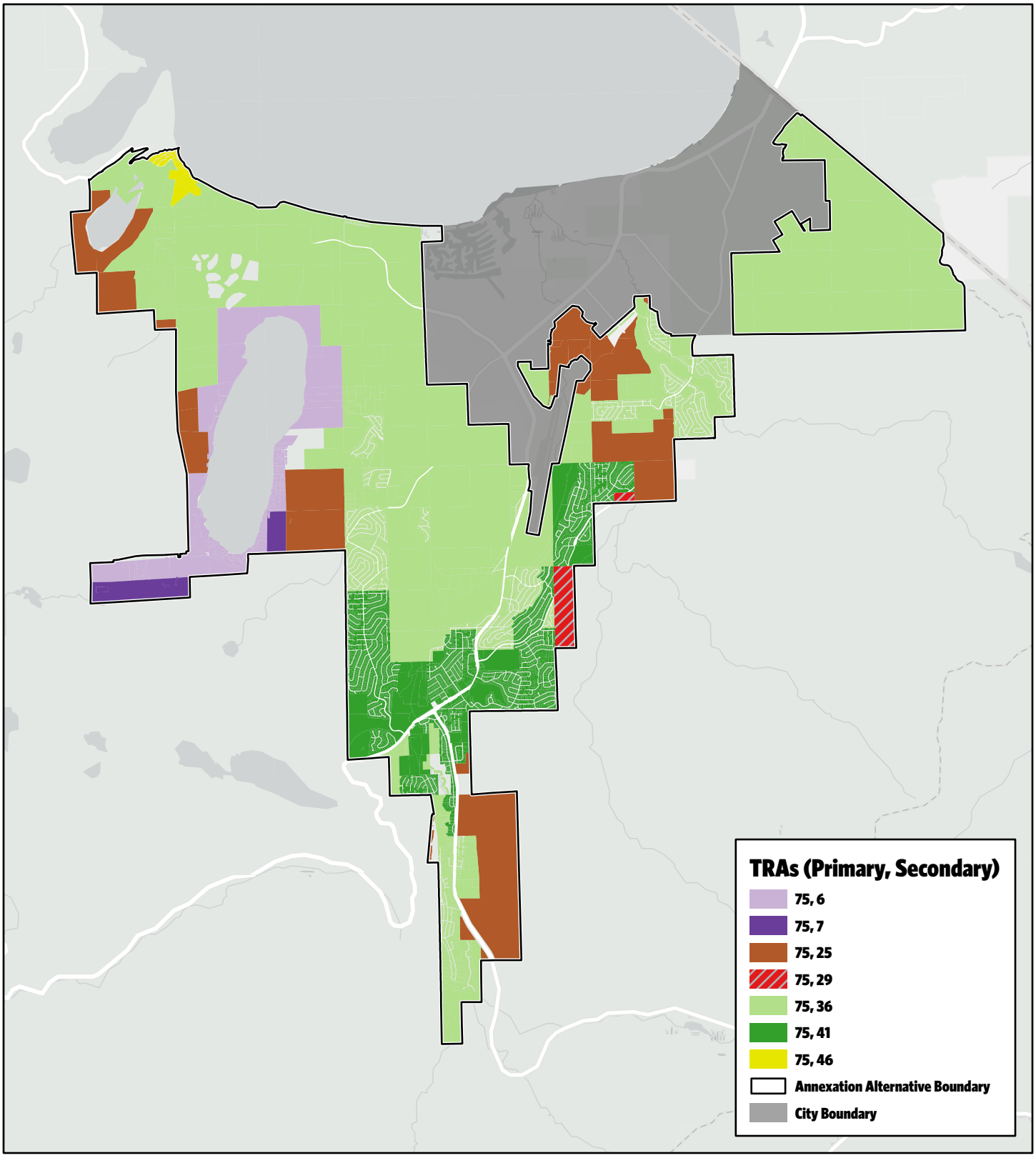
Tax Rate Area	Acres			Parcel Count			Net Taxable Value [2]	FY 2022-23 1% PT Allocation Factors				Property Tax In Lieu of VLF Increase per $1,000 Assessed Value [6]	Estimated Property Tax Revenues		
	Taxable	Tax-Exempt [1]	Total	Taxable	Tax-Exempt [1]	Total		Gross [3]	ERAF Shift [4]	Net County	City [5]		Basic 1% Allocation	In Lieu of VLFs	Total
075-025	8.80	942.17	950.97	9	20	29	$1,086,905	33.23%	28.92%	23.62%	11.81%	$0.41	$1,284	$447	$1,731
075-029	0.00	183.14	183.14	0	2	2	$0	33.23%	28.92%	23.62%	11.81%	$0.41	$0	$0	$0
075-036	915.36	3,628.47	4,543.83	1,877	769	2,646	$842,549,124	29.44%	28.92%	20.93%	10.46%	$0.41	$881,570	$346,451	$1,228,021
075-041	737.82	542.26	1,280.08	2,671	983	3,654	$958,637,416	29.44%	28.92%	20.93%	10.46%	$0.41	$1,003,113	$394,186	$1,397,299
Total	**1,661.98**	**5,296.04**	**6,958.02**	**4,557**	**1,774**	**6,331**	**$1,802,273,445**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**$1,885,967**	**$741,084**	**$2,627,051**

Notes:
[1] Excludes parcels that do not have TRA information.
[2] Source: El Dorado County Auditor-Controller.
[3] Based on applicable FY 2021-22 basic 1% property tax allocation factors earmarked for the El Dorado County General Fund. $1,885,967
[4] Based on the FY 2021-22 Countywide factor. $741,084
[5] Assumes the City would receive 50% of County's current allocation after annexation. $308,067
[6] Based on the projected FY 2022-23 Property Tax in lieu of VLF and citywide assessed valuation.

ATTACHMENT 5

City of South Lake Tahoe
Potential Property Tax and Sales Tax Revenues Resulting from the Proposed Land Annexation Scenarios

PROPOSED BASIN SOUTH ANNEXATION SCENARIO



CITY OF SOUTH LAKE TAHOE

South Basin Alternative

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Preliminary Annexation Property Tax Revenue Analysis
Basin South Alternative Annexation Scenario
Estimated Property Tax Revenues

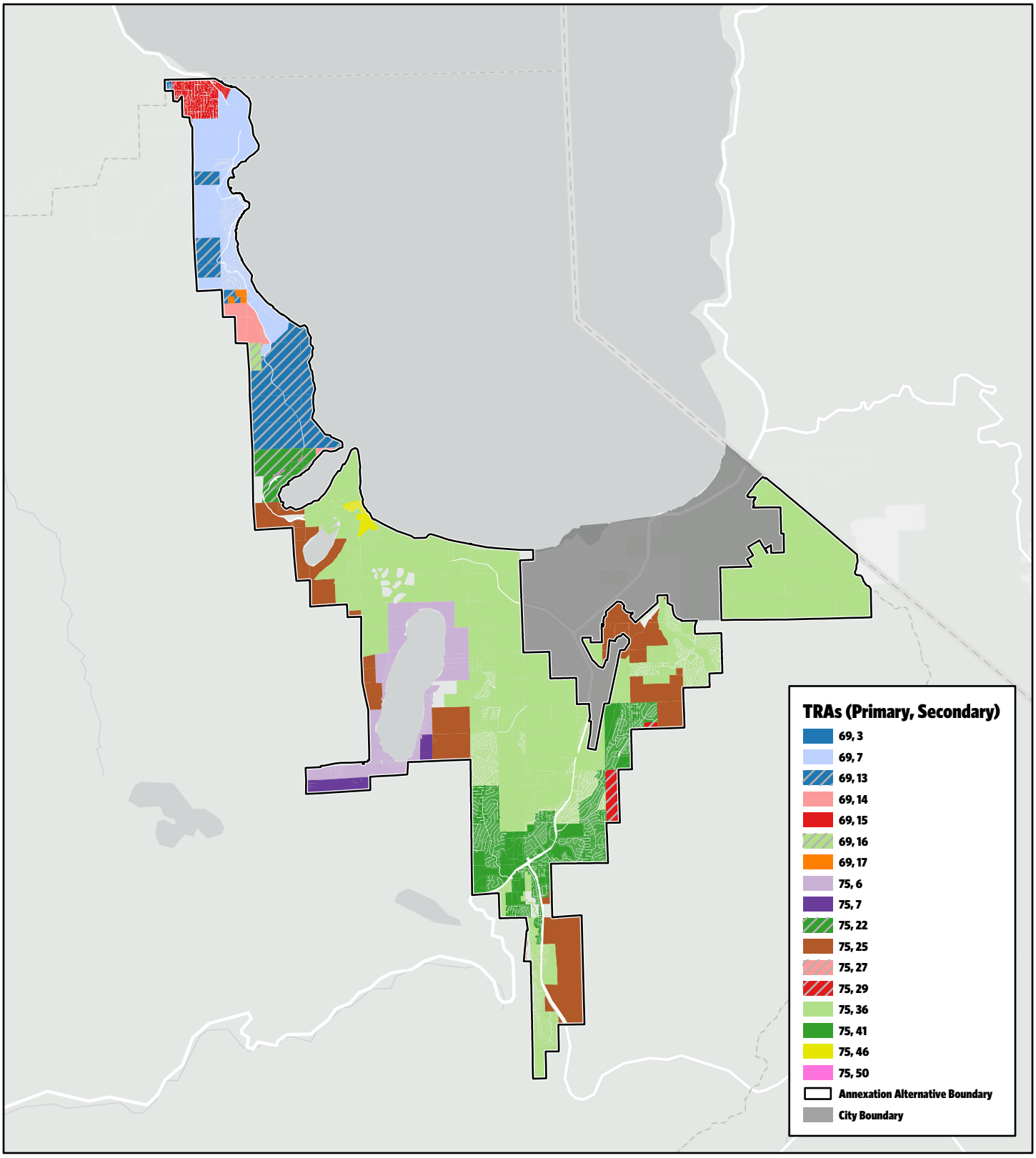
Tax Rate Area	Acres			Parcel Count			Net Taxable Value [2]	FY 2022-23 1% PT Allocation Factors				Property Tax In Lieu of VLF Increase per $1,000 Assessed Value [6]	Estimated Property Tax Revenues		
	Taxable	Tax-Exempt [1]	Total	Taxable	Tax-Exempt [1]	Total		Gross [3]	ERAF Shift [4]	Net County	City [5]		Basic 1% Allocation [3]	In Lieu of VLFs [4]	Total
075-006	239.46	1,320.80	1,560.26	276	151	427	$147,787,719	32.33%	28.92%	22.98%	11.49%	$0.41	$169,839	$60,769	$230,609
075-007	2.00	266.59	268.59	10	15	25	$274,502	38.58%	28.92%	27.43%	13.71%	$0.41	$376	$113	$489
075-025	289.81	2,657.88	2,947.69	29	50	79	$2,682,691	33.23%	28.92%	23.62%	11.81%	$0.41	$3,169	$1,103	$4,272
075-029	0.00	183.14	183.14	0	2	2	$0	33.23%	28.92%	23.62%	11.81%	$0.41	$0	$0	$0
075-036	2,183.13	11,085.30	13,268.43	3,295	1,837	5,132	$1,410,230,635	29.44%	28.92%	20.93%	10.46%	$0.41	$1,475,543	$579,878	$2,055,421
075-041	1,150.34	1,282.76	2,433.10	4,213	1,785	5,998	$1,510,091,582	29.44%	28.92%	20.93%	10.46%	$0.41	$1,580,152	$620,941	$2,201,092
075-046	125.88	2.76	128.64	68	6	74	$66,472,390	29.44%	28.92%	20.93%	10.46%	$0.41	$69,556	$27,333	$96,889
Total	**3,990.62**	**16,799.23**	**20,789.85**	**7,891**	**3,846**	**11,737**	**$3,137,539,519**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**$3,298,635**	**$1,290,137**	**$4,588,772**

Notes:
[1] Excludes parcels that do not have TRA information.
[2] Source: El Dorado County Auditor-Controller.
[3] Based on applicable FY 2021-22 basic 1% property tax allocation factors earmarked for the El Dorado County General Fund.
[4] Based on the FY 2021-22 Countywide factor.
[5] Assumes the City would receive 50% of County's current allocation after annexation.
[6] Based on the projected FY 2022-23 Property Tax in lieu of VLF and citywide assessed valuation.

ATTACHMENT 6

City of South Lake Tahoe
Potential Property Tax and Sales Tax Revenues Resulting from the Proposed Land Annexation Scenarios

PROPOSED BASIN ANNEXATION SCENARIO



CITY OF SOUTH LAKE TAHOE

Basin Alternative

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dta
www.FinanceDTA.com
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

Preliminary Annexation Property Tax Revenue Analysis
Basin Alternative Annexation Scenario
Estimated Property Tax Revenues

Tax Rate Area	Acres			Parcel Count			Net Taxable Value [2]	FY 2022-23 1% PT Allocation Factors				Property Tax In Lieu of VLF Increase per $1,000 Assessed Value [6]	Estimated Property Tax Revenues		
	Taxable	Tax-Exempt [1]	Total	Taxable	Tax-Exempt [1]	Total		Gross [3]	ERAF Shift [4]	Net County	City [5]		Basic 1% Allocation [3]	In Lieu of VLFs [4]	Total
069-003	14.19	0.89	15.08	58	4	62	$26,216,933	29.32%	28.92%	20.84%	10.42%	$0.41	$27,316	$10,780	$38,096
069-007	555.69	1,414.81	1,970.50	763	488	1,251	$841,454,672	37.73%	28.92%	26.82%	13.41%	$0.41	$1,128,325	$346,001	$1,474,326
069-013	0.00	1,953.35	1,953.35	0	19	19	$0	41.05%	28.92%	29.18%	14.59%	$0.41	$0	$0	$0
069-014	272.30	6.94	279.24	7	4	11	$293,955	44.86%	28.92%	31.89%	15.94%	$0.41	$469	$121	$590
069-015	262.15	52.83	314.98	1,321	179	1,500	$505,304,682	35.96%	28.92%	25.56%	12.78%	$0.41	$645,866	$207,778	$853,644
069-016	0.00	80.15	80.15	0	1	1	$0	48.21%	28.92%	34.27%	17.13%	$0.41	$0	$0	$0
069-017	36.32	0.00	36.32	7	0	7	$9,641,028	32.91%	28.92%	23.39%	11.70%	$0.41	$11,277	$3,964	$15,242
075-006	239.46	1,320.80	1,560.26	276	151	427	$147,787,719	32.33%	28.92%	22.98%	11.49%	$0.41	$169,839	$60,769	$230,609
075-007	2.00	266.59	268.59	10	15	25	$274,502	38.58%	28.92%	27.43%	13.71%	$0.41		$113	$113
075-022	0.00	494.96	494.96	0	22	22	$0	42.36%	28.92%	30.11%	15.05%	$0.41	$0	$0	$0
075-025	289.81	2,947.09	3,236.90	29	61	90	$2,682,691	33.23%	28.92%	23.62%	11.81%	$0.41	$3,169	$1,103	$4,272
075-027	0.00	34.53	34.53	0	1	1	$0	35.52%	28.92%	25.25%	12.62%	$0.41	$0	$0	$0
075-029	0.00	183.14	183.14	0	2	2	$0	33.23%	28.92%	23.62%	11.81%	$0.41	$0	$0	$0
075-036	2,183.13	11,432.00	13,615.13	3,295	1,842	5,137	$1,410,230,635	29.44%	28.92%	20.93%	10.46%	$0.41	$1,475,543	$579,878	$2,055,421
075-041	1,150.34	1,282.76	2,433.10	4,213	1,785	5,998	$1,510,091,582	29.44%	28.92%	20.93%	10.46%	$0.41	$1,580,152	$620,941	$2,201,092
075-046	125.88	2.76	128.64	68	6	74	$66,472,390	29.44%	28.92%	20.93%	10.46%	$0.41	$69,556	$27,333	$96,889
075-050	3.64	3.64	7.28	22	22	44	$5,363,003	31.50%	28.92%	22.39%	11.20%	$0.41	$6,005	$2,205	$8,210
Total	**5,134.91**	**21,477.24**	**26,612.15**	**10,069**	**4,602**	**14,671**	**$4,525,813,792**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**$5,117,516**	**$1,860,987**	**$6,978,503**

Notes:
[1] Excludes parcels that do not have TRA information.
[2] Source: El Dorado County Auditor-Controller.
[3] Based on applicable FY 2021-22 basic 1% property tax allocation factors earmarked for the El Dorado County General Fund.
[4] Based on the FY 2021-22 Countywide factor.
[5] Assumes the City would receive 50% of County's current allocation after annexation.
[6] Based on the projected FY 2022-23 Property Tax in lieu of VLF and citywide assessed valuation.

CITY OF
SOUTH LAKE TAHOE

City Manager

September 28, 2023

Tom Fortune, VP/COO
Heavenly & Tahoe Region
Heavenly Resorts
P.O. Box 2180
Stateline, NV 89449-2180
tfortune@vailresorts.com

RE: Proposed Annexation of Heavenly into the City of South Lake Tahoe

Dear Mr. Fortune:

By way of this letter, the City formally requests a letter of support for the City's forthcoming application to the El Dorado County Local Agency Formation Commission (LAFCO) to annex certain property in unincorporated El Dorado County into the City of South Lake Tahoe, including the parcels containing Heavenly's operations. The City's application will include both the parcels under Vail's and US Forest Service ownership.

The City is already the primary provider of services to the Heavenly area including South Lake Tahoe Fire Rescue being the first responder as the closest fire agency, and operation and maintenance of the city roads leading to the resort. Just this summer, the City repaved Ski Run Boulevard, the primary access road to the California Base Lodge, at a cost of $517,200. The City is also responsible for snow removal and parking enforcement on the roads leading to the California Base Lodge, on which 42 percent of the trips are estimated to be to and from Heavenly. The proposed annexation would align the provision of services with the City's jurisdictional boundaries.

The City anticipates that Heavenly would benefit from the proposed annexation as well. Once Heavenly is part of the City of South Lake Tahoe, it will have better access to consolidated government services, as the City maintains robust police, fire, public works, and building/planning services with no competing services areas outside the City of South Lake Tahoe. Regarding local permitting, we consistently receive feedback from customers that the City's Planning and Building services are more responsive than El Dorado County's. Our performance goal for building permit application reviews is 30 days for initial submittal and 10 days for re-submittals, and express permits are processed within two days. We also provide next day building inspection services for

requests made by 3:00pm, and have the ability to contract out to third-party inspectors during peak demand times and for significantly sized projects. With respect to environmental regulations, there would be no difference since the vast majority of those regulations are implemented by state, federal, and regional agencies such as the Tahoe Regional Planning Agency, Lahontan Regional Water Quality Control Board, and the U.S. Forest Service. In addition to the higher level of service, annexation may help Heavenly with its relationship with the South Lake Tahoe community once residents see Heavenly directly contributing to the revenue needed to provide the city services that benefit it.

We would appreciate having your letter of support to share with City Council at their meeting on October 17, 2023, at 5:30pm, where we will be providing an update on the pending annexation application, an update on the negotiations with Heavenly on our parking management agreement, and Heavenly's proposed transit service plan. Please do not hesitate to contact me if you wish to discuss further.

Respectfully,

Joseph Irvin
City Manager

9/28/2023

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:27

Agenda Item: Purchase and Sale Agreement for Disposition of Exempt Surplus Property at 3900 and 3908 Lake Tahoe Boulevard Owned by South Tahoe Redevelopment Successor Agency with City of South Lake Tahoe and Novin Development Corporation for an Affordable Housing Project

Executive Summary: On June 3, 2022, the South Tahoe Redevelopment Successor Agency released a Notice of Availability to Sell/Lease Surplus Property located at 3900 and 3908 Lake Tahoe Blvd. for development as an affordable housing project. At its August 23, 2022 meeting, the Successor Agency approved a Letter of Intent with Novin Development and SMR Development (Novin) to negotiate a purchase and sale agreement to sell the property to Novin for $1,000,000 for development of an affordable housing project. Staff has negotiated a Purchase and Sale Agreement under which the City is purchasing the property from the Successor Agency as an interim step in order to ensure that Novin can be as competitive as possible for state and federal grants and other funding sources. Novin will then purchase the property from the City for at least $1,000,000, depending on an updated appraisal after Novin receives entitlements for the proposed project. The City may elect to donate any additional appraised value above $1,000,000 to Novin to qualify as a local contribution to ensure maximum competitiveness for state and federal funding.

Requested Action / Suggested Motions: 1) Acting as the South Tahoe Redevelopment Successor Agency, Pass a Resolution declaring the property located at 3900 and 3908 Lake Tahoe Boulevard as exempt surplus property and authorizing and directing the Board Chair to execute a Purchase and Sale Agreement to sell the property for the appraised value of $1,000,000; and 2) Acting as the City Council, Pass a Resolution declaring property located at 3900 and 3908 Lake Tahoe Boulevard as exempt surplus property, authorizing and directing the Mayor to execute the Purchase and Sale Agreement, and approving budget appropriations of $1,000,000 from General Fund Undesignated Reserves.

Responsible Staff Member: Zach Thomas, Interim Director of Development Services

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

Attachments:

01-Staff Report - Purchase and Sale Agreement for 3900 and 3908 Lake Tahoe Blvd.docx
02-Successor Agency Resolution 3900 and 3908 Lake Tahoe Blvd.docx
03-City Council Resolution 3900 and 3908 Lake Tahoe Blvd.docx
04 - Purchase and Sale Agreement (Exh. A to City Council and Successor Agency Resos.).docx
05-Notice of Availability.pdf
06-Novin Letter of Intent.pdf
07- PC Resolution 2023-009 General Plan Consistency Finding.pdf

City of South Lake Tahoe
Report to **South Tahoe Redevelopment Successor Agency and City Council**

Meeting Date: November 7, 2023

Title: Purchase and Sale Agreement for Disposition of Exempt Surplus Property at 3900 and 3908 Lake Tahoe Boulevard Owned by South Tahoe Redevelopment Successor Agency with City of South Lake Tahoe and Novin Development Corporation for an Affordable Housing Project

Location: 3900 and 3908 Lake Tahoe Blvd. (APNs: 029-170-01 and 029-170-02)

Responsible Staff Member: Zach Thomas, Interim Director of Development Services

Background: On June 3, 2022 the Successor Agency released a Notice of Availability (NOA) to Sell/Lease Surplus Property located at 3900 and 3908 Lake Tahoe Blvd. (APNs: 029-170-01 and 029-170-02) (Property) for development as an affordable housing project. Per the Surplus Land Act, the NOA provided 60 days for interested parties to notify the Successor Agency regarding interest in acquiring the property.

Three offers were submitted from Novin Development and SMR Development (Novin), Saint Joseph Community Land Trust, and the City of South Lake Tahoe. The proposal submitted by Novin was determined to be the most consistent with the criteria outlined in the NOA. At its August 23, 2022 meeting, the Successor Agency approved a Letter of Intent outlining the timelines and commitments associated with negotiating a purchase and sale agreement, conducting due diligence, and escrow.

At its meeting on September 21, 2023, the Planning Commission adopted Resolution No. 2023-009, finding that the disposition of this Property and Novin's intended use as an affordable housing development is consistent with the General Plan, in accordance with Government Code section 65402(a).

Issue and Discussion: As directed by the Successor Agency Board and City Council, staff has negotiated a Purchase and Sale Agreement for Successor Agency and City Council approval. Under the Purchase and Sale Agreement, the City will purchase the Property from the Successor Agency as an interim step in order to ensure that Novin can be as competitive as possible for state and federal grants and other funding sources. The City will accept the Property from the Successor Agency in a deed which restricts the use of the Property for deed-restricted affordable housing. Novin will then purchase the Property from the City for at least $1,000,000, depending on an updated appraisal after Novin receives entitlements for the proposed project. The City would accept a promissory note payable from a portion of residual receipts from the project as the additional payment for any appraised value over $1,000,000. If needed for the project, the City may elect to donate any additional appraised value above $1,000,000 to Novin to qualify as a local contribution to ensure maximum competitiveness for state and federal funding.

The proposed project will require various amendments to applicable development standards (such as increased density), that are anticipated trough the adoption of the Tourist Core Area Plan Amendments as well as TRPA proposed amendments to their development standards, which are already underway. The project is identified as a 100% mixed-income affordable housing development project which is proposed to consist of a minimum of 75 residential units which would be deed restricted to low and/or moderate-income households for a period of no less than 55 years, as well as community amenities on the ground floor.

Following execution of the Purchase and Sale Agreement, the next steps will be to bring the Agreement to the El Dorado Countywide Oversight Board for approval of the Successor Agency disposition of the Property and receiving written confirmation of the Property's exempt status under the Surplus Lands Act from the California Department of Housing and Community Development. The City will then close on its purchase of the Property from the Successor Agency within the next six months, prior to Novin receiving land use entitlements to construct the project.

Financial Implications: The Dissolution Acts of 2011 require the Redevelopment Successor Agency to dispose of all real property owned and acquired by the Redevelopment Agency and to sell property at fair market value. The proceeds of the sale are required to be used toward bond repayment of the Agency. The purchase and sale agreement authorizes the transfer of the property to the City for $1,000,000 and the subsequent transfer of the property from the City to Novin Development Corporation for at least $1,000,000. The City's Resolution amends the current Fiscal Year 2023-2024 budget to appropriate $1,000,000 from General Fund Undesignated Excess Reserve for the purchase of land from the Successor Agency. Any additional fiscal impacts associated with a Predevelopment Loan and Development Agreement will be subject to City Council consideration.

Environmental Considerations: This Purchase and Sale Agreement is categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15332 (In-Fill Development Projects) because it is consistent with the applicable General Plan designation and applicable policies and zoning, is on a site of no more than five acres substantially surrounded by urban uses, the project site has no value as habitat for endangered, rare, or threatened species or their habitat, approval of the project would not result in any significant effects related to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services.

Policy Implications: The effort to support and pro-actively work with private developers for the creation of affordable housing is an action item identified within the City adopted Strategic Plan.

The discussed action would be consistent with the following adopted General Plan Housing Element policies and programs:

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the City.

Resolution 2023-XXX

Adopted by the South Tahoe Redevelopment Successor Agency

November 7, 2023

Declaring 3900 and 3908 Lake Tahoe Boulevard to be Exempt Surplus Property and Authorizing Purchase and Sale Agreement with Novin Development Corporation

BACKGROUND

A. Under the Surplus Land Act ("SLA"), Government Code section 54220 et seq., surplus property is defined as land owned by any local agency no longer necessary for agency use.

B. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency' s use as surplus land and report this inventory of surplus land to HCD.

C. The South Tahoe Redevelopment Successor Agency (Successor Agency) owns two parcels located at 3900 and 3908 Lake Tahoe Boulevard (APNs 029-170-001 and -002) (Property) which qualify as "exempt surplus land" as set forth in the Purchase and Sale Agreement attached hereto as Exhibit A (Purchase Agreement).

D. On April 14, 2014, the Successor Agency approved a Long Range Property Management Plan (LRPMP) as required under the Dissolution Acts of 2011 which requires the Successor Agency to dispose of all real property owned and acquired by the former South Tahoe Redevelopment Agency, including the Property.

E. On April 18, 2014, the El Dorado Countywide Oversight Board approved the LRPMP, which was subsequently approved by the California Department of Finance on June 18, 2014.

F. On June 3, 2022, pursuant to the SLA, the Successor Agency released a Notice of Availability (NOA) to Sell/Lease Surplus Property located at 3900 and 3908 Lake Tahoe Blvd for the appraised value of $1,000,000 for development of an affordable housing project and received three proposals. Novin Development Corp. and SMR Development, LLC (Novin) and the City submitted responsive proposals and one other proposal was received that proposed purchasing the property for less than the appraised value. The proposal submitted by Novin was determined to be the most consistent with NOA criteria. To assure the ability of the Successor Agency to sell the Property as required by the LRPMP, and to increase the potential of Novin obtaining necessary project financing, under the Purchase Agreement, the Successor Agency will transfer the Property to the City at the current fair market value, and a later sale by the City to Novin. Upon sale to the City, and continuing upon a sale to Novin, the

Property will be deed-restricted for development of an affordable housing project for low- and moderate-income consistent with Government Code section 54221(f)(1)(F)(i).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the South Tahoe Redevelopment Successor Agency:

1. Finds and declares that the subject property the Successor Agency is transferring to the City and the City is transferring to Novin Development Corporation, as set forth in Exhibit A, is exempt surplus property under Government Code section 54220 et seq. and the SLA Guidelines dated April 2021, for the following reasons:
    a. Pursuant to SLA Guidelines section 103(b)(3)(D), the Successor Agency is transferring property to the City, another public agency, for use as a deed-restricted affordable housing project for low- and moderate-income consistent with Government Code section 54221(f)(1)(F)(i).
    b. Pursuant to SLA Guidelines section 103(b)(3)(F), the City is transferring property to Novin Development Corporation for development of a deed-restricted affordable housing project for low- and moderate-income consistent with Government Code section 54221(f)(1)(F)(i).

2. Authorizes and directs the Board Chair to execute the Purchase Agreement attached hereto as Exhibit A.

Adopted by the South Tahoe Redevelopment Successor Agency Board on November 7, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, Board Chair
South Tahoe Redevelopment Successor Agency

Attest:

_____
Susan Blankenship, Secretary
South Tahoe Redevelopment Successor Agency

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Tahoe Redevelopment Successor Agency Board

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

November 7, 2023

Declaring 3900 and 3908 Lake Tahoe Boulevard to be Exempt Surplus Property, Authorizing Purchase and Sale Agreement with Novin Development Corporation and Appropriating $1,000,000 from General Fund Undesignated Excess Reserves for Land Purchase

BACKGROUND

A. Under the Surplus Land Act ("SLA"), Government Code section 54220 et seq., surplus property is defined as land owned by any local agency no longer necessary for agency use.

B. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency' s use as surplus land and report this inventory of surplus land to HCD.

C. The South Tahoe Redevelopment Successor Agency owns two parcels located at 3900 and 3908 Lake Tahoe Boulevard (APNs 029-170-001 and -002) which qualify as "exempt surplus land" as set forth in the Purchase and Sale Agreement attached hereto as Exhibit A (Purchase Agreement).

D. On June 3, 2022, pursuant to the SLA, the Successor Agency released a Notice of Availability (NOA) to Sell/Lease Surplus Property located at 3900 and 3908 Lake Tahoe Blvd for the appraised value of $1,000,000 for development of an affordable housing project and received three proposals. Novin Development Corp. and SMR Development, LLC (Novin) and the City submitted responsive proposals and one other proposal was received that proposed purchasing the property for less than the appraised value. The proposal submitted by Novin was determined to be the most consistent with NOA criteria. To assure the ability of the Successor Agency to sell the Property as required by the LRPMP, and to increase the potential of Novin obtaining necessary project financing, under the Purchase Agreement, the Successor Agency will transfer the Property to the City at the current fair market value, and a later sale by the City to Novin. Upon sale to the City, and continuing upon a sale to Novin, the Property will be deed-restricted for development of an affordable housing project for low- and moderate-income consistent with Government Code section 54221(f)(1)(F)(i).

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

1. Finds and declares that the subject property the Successor Agency is transferring to the City and the City is transferring to Novin Development Corporation, as set forth in Exhibit A, is exempt surplus property under Government Code section 54220 et seq. and the SLA Guidelines dated April 2021, for the following reasons:
    a. Pursuant to SLA Guidelines section 103(b)(3)(D), the Successor Agency is transferring property to the City, another public agency, for use as a deed-restricted affordable housing project for low- and moderate-income consistent with Government Code section 54221(f)(1)(F)(i).
    b. Pursuant to SLA Guidelines section 103(b)(3)(F), the City is transferring property to Novin Development Corporation for development of a deed-restricted affordable housing project for low- and moderate-income consistent with Government Code section 54221(f)(1)(F)(i).

2. Authorizes and directs the Mayor to execute the Purchase Agreement attached hereto as Exhibit A.

3. Amends Fiscal Year 2023-2024 budget appropriating $1,000,000 from available General Fund Undesignated Excess Reserves into account 100-01951-46010 for the land purchase from the South Tahoe Redevelopment Successor Agency.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, 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.

AGREEMENT OF PURCHASE AND SALE
AND INITIAL ESCROW INSTRUCTIONS
3900 & 3908 Lake Tahoe Boulevard
South Lake Tahoe, California

This AGREEMENT OF PURCHASE AND SALE AND INITIAL ESCROW INSTRUCTIONS (**"Agreement"**), dated for reference purposes only November 7, 2023, is entered into by and among NOVIN DEVELOPMENT CORP., a California corporation (**"Buyer"**), SOUTH TAHOE REDEVELOPMENT SUCCESSOR AGENCY (**"Seller"**), and the CITY OF SOUTH LAKE TAHOE, a municipal corporation (**"City"**).

Recitals

A. Seller is the owner of two infill parcels of undeveloped real property consisting approximately 1.16 acres in the City of South Lake Tahoe, County of El Dorado (**"County"**), State of California (**"State"**), also known as 3900 and 3908 Lake Tahoe Boulevard (Assessor's Parcel Nos. 029-170-001 and 029-170-002), as more particularly described on Exhibit A attached hereto (**"Property"**).

B. City desires to purchase the Property from Seller, Seller desires to sell the Property to City, and then Buyer desires to purchase the Property from City and City desires to sell the Property to Buyer, all upon the terms, conditions and provisions set forth in this Agreement.

C. The Property was previously owned by the former South Tahoe Redevelopment Agency, and was transferred to the Seller following dissolution of all redevelopment agencies by the State of California on February 1, 2012. Pursuant to Seller's April 2014 Long Range Property Management Plan approved by Seller's Oversight Board and the State Department of Finance (**"LRMP"**), the Property was designated for sale.

D. Disposition of the Property under this Agreement is exempt from the Surplus Lands Act for the following reasons.

1. Pursuant to Government Code section 54221(f)(1)(F)(i), "exempt surplus land" includes land that is advertised to certain specified entities and who are then invited to participate in the competitive bid process for the purposes of developing a "housing development, which may have ancillary commercial ground floor uses, that restricts 100 percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Sections 50052.5 or 50053 of the Health and Safety Code, for a minimum of 55 years for rental housing and 45 years for ownership housing, and in no event shall the maximum affordable sales price or rent level be higher than 20 percent below the median market rents or sales prices for the neighborhood in which the site is located." (See Gov't. Code 54221(f)(1)(F)(i).)

2. Pursuant to Gov't Code section 54222(a)(1), written notice of availability for the purpose of developing housing developments referenced in recital D.1, above, shall be sent to any local public entity, as defined in Section 50079 of the Health and Safety Code, within whose jurisdiction the surplus land is located. Housing sponsors, as defined by Section 50074 of the Health and Safety Code, that have notified the Department of Housing and Community Development of their interest in surplus land shall be sent a notice of availability of surplus land for the purpose of developing low- and moderate-income housing.

3. Seller complied with Gov't. Code section 54222(a)(1) by providing written notice on June 3, 2022 of availability for the purpose of developing the Property to those entities specified in recital D.2, above. Thereafter, three offers to develop the Property were submitted. The Buyer proposed developing the Property with a 100% mixed-income affordable housing development project which is proposed to consist of a minimum of 75 residential units which would be deed restricted to low and/or moderate income households for a period of no less than 55 years, as well as community amenities on the ground floor (**"Project"**). Each of Buyer and City offered to pay One Million Dollars ($1,000,000.00) for the Property, being the amount specified in that certain appraisal, dated April 13, 2022, by Johnson Valuation Group, Ltd. (**"Appraisal"**).

4. On August 23, 2022, Seller determined that of the three offers, the proposal from the Buyer to develop the Property was most aligned with the purpose and requirements of the Surplus Lands Act and directed staff to initiate negotiations with Novin for a purchase and sale agreement for the Property.

E. Buyer has advised Seller and City that it will need to access public financing from the State of California and other governmental agencies (whether tax-exempt bonds, tax credits, or other public subsidies) for a successful Project. As such financing and subsidy opportunities are competitive in nature, Buyer has asked the City to be able to purchase the Property for an appraised value determined at the time of application submittal in accordance with applicable requirements and regulations, rather than the current appraised price.

F. Buyer and City will, subsequent to execution of this Agreement, use reasonable efforts to enter into a mutually acceptable Predevelopment Loan and Development Agreement (**"PLDA"**). While execution of such a PLDA is a not an initial condition to the effectiveness of this Agreement, failure of Buyer and City to do so may result in an early termination of this Agreement.

G. Consistent with applicable Surplus Land Act (**"SLA"**) requirements for this type of "exempt surplus land," immediately following recording of the City Grant Deed (as defined below) for the Property, City will record an Affordable Housing Covenant (as defined below).

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

Agreement

1. **Purchase and Sale**. Seller agrees to sell and convey to City and City agrees to purchase from Seller, the Property, and thereafter City agrees to sell and convey to Buyer and Buyer agrees to purchase from City, the Property, in both cases on the applicable terms and subject to the applicable conditions set forth in this Agreement. For the purpose of this Agreement, the date on which the last party signs shall (subject to Section 2 below) be hereinafter referred to as the **"Effective Date."**

2. **Conditional Effectiveness of Agreement; PLDA**.

(a) This Agreement shall become effective upon the satisfaction of each of the following conditions (collectively, the **"Conditions Precedent to Effectiveness"**) within the time period set forth herein:

(i) The Oversight Board to the South Tahoe Redevelopment Successor Agency shall have approved this Agreement.

(ii) The California Department of Housing and Community Development (**"HCD"**) has issued a written confirmation of the Property's exempt status under the SLA.

(b) Seller and City shall use diligent good faith efforts to cause the Conditions Precedent to Effectiveness specified in (a) above to be satisfied on or before the Outside Date (defined below); provided, however, if the Conditions Precedent to Effectiveness have not been satisfied on or before the date that is 120 days after the Effective Date, or any other mutually agreed date by the parties each in its sole discretion (the **"Outside Date"**), this Agreement shall automatically terminate at 5:00 pm on the Outside Date. If this Agreement is terminated pursuant to this Section 2, Buyer shall comply with Section 32(l) below, and, except as otherwise provided in this Agreement, Seller, City and Buyer will have no further obligations or rights to one another under this Agreement.

(c) If the Conditions Precedent to Effectiveness are satisfied, the parties shall use reasonable efforts to memorialize the date thereof in a mutually executed writing.

3. **Purchase Price between Seller and City**.

(a) The purchase price to be paid by City to Seller (**"City Purchase Price"**) for the Property shall be the amount of One Million and 00/100th Dollars ($1,000,000.00). City has the right to independently verify the square footage of the improvements and land, and agrees that if the square footage varies from that recited in this Agreement or in any materials provided by Seller or any representative, such variation shall have no effect on the City Purchase Price.

4. **Payment of City Purchase Price**. The City Purchase Price shall be payable by City to Seller as follows:

(a) Deposit of City Purchase Price. On or before the Close of City Escrow (as defined below), City shall deposit with an escrow company mutually agreed by Seller and City (**"City Escrow Holder"**) the City Purchase Price, in immediately available funds, which shall be paid to Seller at Close of City Escrow.

(b) Time of the Essence. Time shall be of the essence with respect to City and Buyer's obligations to pay all funds under this Agreement.

5. **City Escrow.**

(a) Opening of City Escrow. Within ten (10) calendar days after City and Seller's mutual agreement on City Escrow Holder, City shall open escrow (**"City Escrow"**) with City Escrow Holder. City and Seller agree to execute and deliver to City Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the City's Property purchase and Seller's Property sale transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. City Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by City Escrow Holder attached hereto, and distribute it to all parties listed in the "Notices" sections of the Agreement.

(b) Close of City Escrow. For the purpose of this Agreement, the **"Close of City Escrow"** shall be defined as the date that the City Grant Deed and Affordable Housing Covenant (each as defined in Section 6, below) are recorded in the Official Records of the County. The Close of City Escrow shall occur at a date and time mutually approved by City and Seller, but in no event later than six months after the date all Conditions Precedent to Effectiveness as provided in Section 2 have been satisfied and any extensions mutually agreed-upon by Seller and City.

6. **Conditions of Title for City Escrow**. The Property shall be conveyed to City by Seller by a grant deed, substantially in the form attached hereto as Exhibit B-1 (**"City Grant Deed"**), subject only to (a) such title matters (other than liens to secure payment of real estate taxes and assessments, including supplemental taxes) affecting the Property created by or with the written consent of City and Buyer; (b) the Declaration of Affordable Housing Covenants, Conditions and Restrictions, substantially in the form attached hereto as Exhibit C (**"Affordable Housing Covenant"**), to be recorded in the Official Records of the County immediately following the City Grant Deed; (c) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; (d) all matters which would be apparent from an inspection of the Property; (e) all matters which would be disclosed by a survey of the

Property; and (f) exceptions which are approved and/or accepted by City in accordance with Section 8(a)(i) of this Agreement (collectively, **"City Approved Conditions of Title"**). As the Property is publicly owned, it is exempt from property taxes, although tenants may be subject to possessory interest taxes under Revenue and Taxation Code Section 107, etc.

7. **City Title Policy**. Title in favor of City shall be evidenced by City Escrow Holder's title insurance underwriter (**"City Escrow Title Company"**) issuing its standard California Land Title Association (**"CLTA"**) Owner's Policy of Title Insurance to City in an amount equal to the City Purchase Price, showing title to the Property vested in City, subject only to the City Approved Conditions of Title (**"City Title Policy"**). City shall pay all expense of issuing the City Title Policy, including (if City elects to have City Escrow Title Company issue its American Land Title Association (**"ALTA"**) Extended Coverage Owner's Policy of Title Insurance), the expense of such ALTA premium increment and any survey costs associated with such ALTA policy. In addition, City shall pay for any endorsements to the City Title Policy. City's ability to obtain an ALTA policy shall not be a condition to the Close of City Escrow.

8. **Conditions to Close of City Escrow.**

(a) Conditions to City's Obligations. The Close of City Escrow and City's obligation to consummate the City's purchase of the Property contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for City's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

(i) Title. Pursuant to the terms and conditions of this subsection, City shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, **"Title Documents"**): (A) a Preliminary Report issued by City Escrow Holder with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. Seller shall cause City Escrow Holder to deliver the Title Documents to City and Buyer within five calendar days following the opening of City Escrow. City shall have until 5:00 PM (local time) on the date that is 30 days before the last possible date for "Close of City Escrow" (as defined and provided in Section 5(b) (**"City Contingency Period"**) to give Seller and Escrow Holder written notice (**"City Title Notice"**) of City's approval or disapproval of the Title Documents. The failure of City to give City Title Notice to Seller within the specified time period shall be deemed City's disapproval of the Title Documents. In the event that City Title Notice disapproves, or is deemed to have disapproved, of any matter of title shown in the City Title Documents, Seller shall, within five calendar days after City Title Notice is received by Seller, give City written notice (**"Seller's Title Notice"**) of those disapproved title matters, if any, which City is unwilling or unable after reasonable and good faith efforts to have eliminated from title to the Property by the Close of City Escrow. Seller's failure to provide Seller's Title Notice within said five calendar day period shall be deemed Seller's election not to remove any of the disapproved exceptions in City Title Notice. Notwithstanding the foregoing,

Seller agrees to remove on the close of City Escrow any deeds of trust, if any, whereby Seller is the trustor or borrower which are currently recorded against the Property. If Seller is unable or unwilling to remove all of the title matters objected to by City in City Title Notice, or fails to deliver Seller's Title Notice, City shall have five calendar days from receipt of Seller's Title Notice, or expiration of the time period within which Seller is to respond, to notify Seller in writing that either (1) City is willing to purchase the Property, subject to such disapproved exceptions, or (2) City elects to terminate this transaction. Failure of City to take either one of the actions described in clause (1) or (2) in the previous sentence shall be deemed to be City's election to take the action described in clause (2). If this Agreement is terminated pursuant to this Section 8(a)(i), Buyer will comply with Section 32(l) below, and, except as otherwise provided in this Agreement, Seller, City and Buyer will have no further obligations or rights to any another under this Agreement;

(ii) Inspections and Studies/Costs. During the City Contingency Period, City shall have the right to conduct any and all non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and environmental testing) with respect to the Property as City may elect to make or maintain. Buyer may also authorize its consultants to visit and inspect the site as necessary. The cost of any such inspections, tests and/or studies shall be borne by City.

Between the Effective Date and the Close of City Escrow, City and City's employees, agents, contractors, subcontractors and consultants (collectively, **"City's Representatives"**) shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon notice to Seller at least one business day prior to entry, to perform such inspections, investigations, tests and studies. City, in performing its inspections, investigations, tests and studies hereunder shall not unreasonably interfere with the operation of the Property, and agrees to coordinate its activities on the Property with Seller in advance to avoid any such interference. Following any such tests or inspections, City agrees to promptly return any portions of the Property damaged or altered by City during such tests or inspections to substantially the same condition which existed prior to such test or inspection.

City shall indemnify, defend and hold Seller and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by City or City's Representatives or liens arising from City's due diligence review of the Property. Prior to any entry on to the Property by any of City's Representatives, City shall deliver to Seller an endorsement to a commercial general liability insurance policy which evidences that such City's Representative is carrying a commercial general liability insurance policy with a financially responsible insurance company acceptable to Seller, covering the activities of such City's Representative on or upon the Property. Such endorsement shall evidence that such insurance policy shall have a per occurrence limit of at least One Million and 00/100th Dollars ($1,000,000.00) and an aggregate limit of at least Three Million and 00/100th Dollars ($3,000,000.00), shall name Seller as an additional insured, and shall be primary

and non-contributing with any other insurance, self-insurance or joint self-insurance available to Seller.

Prior to the expiration of the City Contingency Period, City shall deliver to Seller and City Escrow Holder written notice (**"City Contingency Period Notice"**) of its approval or disapproval of the Property and the Documents and Materials (as defined in Section 8(a)(viii), below). (The City Contingency Period Notice may, but need not, be combined with the City Title Notice.) The City Contingency Period Notice to the City Escrow Holder shall be accompanied by the Natural Hazards Disclosure Statement (if not yet signed and returned to Seller). The failure of City to timely deliver the City Contingency Period Notice shall be deemed to constitute City's disapproval of the Property and the Documents and Materials. Buyer will comply with Section 32(l) below, and, except as otherwise provided in this Agreement, Seller, City and Buyer will have no further obligations or rights to one another under this Agreement.

If this Agreement is terminated pursuant to this subsection, Buyer shall deliver to Seller (a) the Documents and Materials delivered to Buyer by City or Seller, and (b) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans;

(iii) Other Development Matters. [Intentionally omitted]

(iv) City Title Insurance. As of the Close of City Escrow, City Escrow Title Company shall have committed to issue the City Title Policy to City;

(v) City's Representations. All representations and warranties made by Seller to City in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of City Escrow;

(vi) Natural Hazards Disclosure Statement. No later than ten calendar days prior to the scheduled expiration of the Contingency Period, Seller shall deliver to City a Natural Hazards Disclosure Statement for the Property. City shall have approved the Natural Hazards Disclosure Statement and returned a signed copy thereof to Seller by the expiration of the Contingency Period;

(vii) City's Obligations. As of the Close of City Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement; and

(viii) Documents and Materials. Within ten calendar days after the Effective Date, Seller shall deliver to City and Buyer all of the documents and materials described on Exhibit D attached hereto, to the extent within Seller's, or the current property manager's, possession or control (**"Documents and Materials"**). Upon delivery of the Documents and Materials, Seller shall deliver an acknowledgment letter to City and

Buyer setting forth the date of compliance with this Section 8(a)(viii) and setting forth the list of Documents and Materials actually delivered to City and Buyer. Seller makes no representation or warranty as to the accuracy or completeness of any of the Documents and Materials which were not prepared by Seller.

(b) Conditions to Seller's Obligations for Close of City Escrow. The Close of City Escrow and Seller's obligation to consummate the sale of the Property to City contemplated in this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of City Escrow in absence of a specified date:

(i) City's Obligations. City shall have timely performed all of the obligations required to be performed by City to that date under this Agreement;

(ii) City's Representations. All representations and warranties made by City to Seller in this Agreement applicable to City's purchase of the Property from Seller shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of City Escrow;

(iii) Affordable Housing Covenant. Prior to the Close of City Escrow, City shall have deposited with Escrow Holder a duly executed and acknowledged Affordable Housing Covenant, in recordable form;

(iv) City Purchase Price. City shall have timely delivered the City Purchase Price and other sums owing under this Agreement in connection with City's purchase of the Property in good funds to City Escrow Holder and fully, faithfully and timely performed all of its other obligations under this Agreement applicable to City's purchase of the Property from Seller; and

(v) Natural Hazards Disclosure Statement. Prior to the end of the City Contingency Period, City shall have returned a signed copy of the Natural Hazards Disclosure Statement to the Seller, which shall be mutually acceptable to both City and Seller.

(c) Failure of Condition to Close of City Escrow. If any of the conditions set forth in Section 8(a) or Section 8(b) are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or City, this Agreement shall terminate, Buyer will comply with Section 32(l) below, and except as otherwise provided herein, the parties shall have no further obligations hereunder.

9. **Deposits By Seller**. Prior to the Close of City Escrow, Seller shall deposit with City Escrow Holder the following documents:

(a) City Grant Deed. The City Grant Deed, duly executed and acknowledged in recordable form by Seller, conveying fee simple title to the Property to City.

(b) FIRPTA Certificate. A certification, acceptable to City Escrow Holder, duly executed by Seller under penalty of perjury, setting forth Seller's address and federal tax identification number in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445, as may be amended, of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

(c) California Franchise Tax Withholding. A certification, acceptable to City Escrow Holder, that Seller is exempt from the withholding provisions of the California Revenue and Taxation Code, as may be amended from time to time, and that neither City nor City Escrow Holder is required to withhold any amount from the City Purchase Price pursuant to such provisions.

10. **Deposits By City**. Prior to the Close of City Escrow, City shall deposit or cause to be deposited with City Escrow Holder the following:

(a) City Purchase Price. The City Purchase Price (as adjusted by prorations provided for herein), in cash or immediately available funds.

(b) Affordable Housing Covenant. Affordable Housing Covenant duly executed and acknowledged by City.

11. **Purchase Price between City and Buyer**.

(a) The purchase price to be paid by Buyer to City (**"Buyer Purchase Price"**) for the Property shall be the greater of (i) the City Purchase Price and (ii) the value determined by an appraisal performed by a "Qualified Appraiser" (as defined below), in compliance with applicable financing and subsidy requirements and regulations. Buyer has the right to independently verify the square footage of the improvements and land, and agrees that if the square footage varies from that recited in this Agreement or in any materials provided by Seller, City or any representative, such variation shall have no effect on the Buyer Purchase Price.

(b) A **"Qualified Appraiser"** shall be an appraiser licensed in the State of California with at least 10 consecutive years' experience in appraising properties in the South Lake Tahoe area, reasonably acceptable to both City and Buyer.

12. **Payment of Buyer Purchase Price**. The Buyer Purchase Price shall be payable by Buyer to City as follows:

(a) Deposit of Buyer Purchase Price. On or before Close of Buyer Escrow, Buyer shall deposit with an escrow company mutually agreed by City and Buyer (which may or may not be City Escrow Holder, **"Buyer Escrow Holder"**) (i) One Million

Dollars ($1,000,000) in immediately available funds, which shall be paid to City at Close of Buyer Escrow, and (ii) the remainder (if any), in the form of an approximately 55 year (or longer) non-recourse subordinated secured promissory note, payable from a portion of residual receipts from the Project, in form and substance, and with such security, in form and substance reasonably satisfactory to City and Buyer.

(b) Time of the Essence. Time shall be of the essence with respect to City and Buyer's obligations to pay all funds and other closing consideration for the Buyer's purchase of the Property under this Agreement.

13. **Buyer Escrow.**

(a) Opening of Buyer Escrow. Within ten (10) calendar days after Buyer and City's mutual agreement on Buyer Escrow Holder, Buyer shall open escrow (**"Buyer Escrow"**) with Buyer Escrow Holder. Buyer and City agree to execute and deliver to Buyer Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the Buyer's Property purchase and City's Property sale transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Buyer Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by Buyer Escrow Holder attached hereto, and distribute it to all parties listed in the "Notices" sections of the Agreement.

(b) Close of Buyer Escrow. For the purpose of this Agreement, the **"Close of Buyer Escrow"** shall be defined as the date that Buyer Grant Deed (as defined in Section 14, below) are recorded in the Official Records of the County. The Close of Buyer Escrow shall occur at a date and time mutually approved by City and Seller, but in no event later than the Termination Date (as defined in Section 27 below) and any extensions mutually agreed-upon thereof by City and Buyer.

14. **Conditions of Buyer Title**. The Property shall be conveyed to Buyer by City by a grant deed, substantially in the form attached hereto as Exhibit B-2 (**"Buyer Grant Deed"**), subject only to (a) such title matters (other than liens to secure payment of real estate taxes and assessments, including supplemental taxes) affecting the Property created by or with the written consent of City and Buyer; (b) the recorded Affordable Housing Covenant; (c) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; (d) all matters which would be apparent from an inspection of the Property; (e) all matters which would be disclosed by a survey of the Property; and (f) exceptions which are approved and/or accepted by Buyer in accordance with Section 14(a)(i) of this Agreement (collectively, **"Buyer Approved Conditions of Title"**). As the Property will be publicly owned before Close of Buyer Escrow, it is exempt from property taxes, although tenants may be subject to possessory interest taxes under Revenue and Taxation Code Section 107, etc.

15. **Buyer Title Policy**. Title in favor of Buyer shall be evidenced by Buyer Escrow Holder's title insurance underwriter (**"Buyer Escrow Title Company"**) issuing its standard California Land Title Association (**"CLTA"**) Owner's Policy of Title Insurance to Buyer in an amount equal to the Buyer Purchase Price, showing title to the Property vested in Buyer, subject only to the Buyer Approved Conditions of Title (**"Buyer Title Policy"**). Buyer shall pay all expense of issuing the Buyer Title Policy, including (if Buyer elects to have Buyer Escrow Title Company issue its American Land Title Association (**"ALTA"**) Extended Coverage Owner's Policy of Title Insurance), the expense of such ALTA premium increment and any survey costs associated with such ALTA policy. In addition, Buyer shall pay for any endorsements to the Buyer Title Policy. Buyer's ability to obtain an ALTA policy shall not be a condition to Close of Buyer Escrow.

16. **Conditions to Close of Buyer Escrow.**

(a) Conditions to Buyer's Obligations. The Close of Buyer Escrow and Buyer's obligation to consummate its purchase of the Property from City contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Buyer Escrow in the absence of a specified date:

(i) Title. Pursuant to the terms and conditions of this subsection, Buyer shall each have the right to approve any and all matters of and exceptions to title of the Property, disclosed by the following documents and instruments (collectively, **"Buyer Title Documents"**): (A) a Preliminary Report issued by Buyer Escrow Holder with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. City shall cause Buyer Escrow Holder to deliver the Buyer Title Documents to Buyer within five calendar days following the opening of Buyer Escrow. Buyer shall have until 5:00 PM (local time) on the date that is three (3) months prior to the Termination Date (**"Buyer Contingency Period"**) to give City and Buyer Escrow Holder written notice (**"Buyer Title Notice"**) of Buyer's approval or disapproval of the Buyer Title Documents. The failure of Buyer to give Buyer Title Notice to City within the specified time period shall be deemed Buyer's disapproval of the Buyer Title Documents. In the event that Buyer Title Notice disapproves, or is deemed to have disapproved, of any matter of title shown in the Buyer Title Documents, City shall, within five calendar days after Buyer Title Notice is received by City, give Buyer written notice (**"City Title Notice"**) of those disapproved title matters, if any, which City is unwilling or unable after reasonable and good faith efforts to have eliminated from title to the Property by the Close of Buyer Escrow. City's failure to provide City Title Notice within said five calendar day period shall be deemed City's election not to remove any of the disapproved exceptions in Buyer Title Notice. Notwithstanding the foregoing, City agrees to remove on the Close of Buyer Escrow any deeds of trust, if any, whereby City is the trustor or borrower which are currently recorded against the Property. If City is unable or unwilling to remove all of the title matters objected to by Buyer in Buyer Title Notice, or fails to deliver City Title Notice, Buyer shall have five calendar days from receipt of City Title Notice, or expiration of the time period within which City is to respond, to notify City

in writing that either (1) Buyer is willing to purchase the Property, subject to such disapproved exceptions, or (2) Buyer elects to terminate this transaction. Failure of Buyer to take either one of the actions described in clause (1) or (2) in the previous sentence shall be deemed to be Buyer's election to take the action described in clause (2). If this Agreement is terminated pursuant to this Section 16(a)(i), Buyer will comply with Section 32(l) below, and, except as otherwise provided in this Agreement, City and Buyer will have no further obligations or rights to one another under this Agreement;

(ii) Inspections and Studies/Costs. During the Buyer Contingency Period, Buyer shall have the right to conduct any and all non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and environmental testing) with respect to the Property as Buyer may elect to make or maintain. Buyer may also authorize its consultants to visit and inspect the site as necessary. The cost of any such inspections, tests and/or studies shall be borne by Buyer.

Between the Effective Date and the Close of Buyer Escrow, Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, **"Buyer's Representatives"**) shall have the right to enter upon the Property, at reasonable times during ordinary calendar hours upon notice to City (and if prior to Close of City Escrow, Seller) at least one calendar day prior to entry, to perform such inspections, investigations, tests and studies. Buyer, in performing its inspections, investigations, tests and studies hereunder shall not unreasonably interfere with the operation of the Property, and agrees to coordinate its activities on the Property with City (and Seller if prior to Close of City Escrow) in advance to avoid any such interference. Following any such tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection.

Buyer shall indemnify, defend and hold Seller, City and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's Representatives or liens arising from Buyer's due diligence review of the Property. Prior to any entry on to the Property by any of Buyer's Representatives, Buyer shall deliver to City and Seller an endorsement to a commercial general liability insurance policy which evidences that such Buyer's Representative is carrying a commercial general liability insurance policy with a financially responsible insurance company acceptable to City and Seller, covering the activities of such Buyer's Representative on or upon the Property. Such endorsement shall evidence that such insurance policy shall have a per occurrence limit of at least One Million and 00/100th Dollars ($1,000,000.00) and an aggregate limit of at least Three Million and 00/100th Dollars ($3,000,000.00), shall name City and Seller as an additional insured, and shall be primary and non-contributing with any other insurance, self-insurance or joint self-insurance available to City or Seller.

Prior to the expiration of the Buyer Contingency Period, Buyer shall deliver to City and Escrow Holder written notice (**"Buyer Contingency Period Notice"**) of its approval or disapproval of the Property and the Documents and Materials. (The Buyer Contingency Period Notice may, but need not, be combined with the Buyer Title Notice.) The Buyer Contingency Period Notice to the Escrow Holder shall be accompanied by the Natural Hazards Disclosure Statement (if not yet signed and returned to City). The failure of Buyer to timely deliver the Buyer Contingency Period Notice shall be deemed to constitute Buyer's disapproval of the Property and the Documents and Materials. Buyer will comply with Section 32(l) below, and, except as otherwise provided in this Agreement, City and Buyer will have no further obligations or rights to one another under this Agreement.

If this Agreement is terminated pursuant to this subsection, Buyer shall deliver to City (a) the Documents and Materials delivered to Buyer by City or Seller, and (b) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans.

Buyer's defense, indemnity and hold harmless obligations under this section shall survive expiration or termination of this Agreement for any reason;

(iii) Other Development Matters. Prior to Close of Buyer Escrow, and as a condition thereof:

(I) the CEQA/NEPA process for the proposed Project will have been completed;

(II) Buyer shall have obtained all discretionary land-use approvals for the proposed Project, including without limitation final development approvals from the City and the Tahoe Regional Planning Agency;

(III) Buyer shall have debt and equity financing in place sufficient to fully fund development of the Project; and

(IV) Buyer shall have entered into a construction contract with a general contractor for construction of the Project; and building permits ready to be issued subject to payment of applicable fees.

Notwithstanding anything to the contrary in this Agreement, the condition in Section 16(iii)(I) above is not waivable by Buyer.

(iv) Title Insurance. As of the Close of Buyer Escrow, Buyer Escrow Title Company shall have committed to issue the Buyer Title Policy to Buyer;

(v) City's Representations. All representations and warranties made by City to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Buyer Escrow;

(vi) Natural Hazards Disclosure Statement. No later than ten calendar days prior to the scheduled expiration of the Buyer Contingency Period, Seller or City shall deliver to Buyer a Natural Hazards Disclosure Statement for the Property. Buyer shall have approved the Natural Hazards Disclosure Statement and returned a signed copy thereof to City by the expiration of the Seller Contingency Period;

(vii) City's Obligations. As of the Close of Buyer Escrow, City shall have performed all of the obligations required to be performed by City under this Agreement with respect to City's sale of the Property to Buyer; and

(viii) Documents and Materials. Within ten calendar days after the Effective Date, City shall deliver to Buyer any additional Documents and Materials within the City's possession or control that were not previously delivered by Seller. Upon delivery of the additional Documents and Materials, City shall deliver an acknowledgment letter to Buyer setting forth the date of compliance with this Section 14(a)(viii) and setting forth the list of additional Documents and Materials actually delivered to Buyer. City makes no representation or warranty as to the accuracy or completeness of any of the Documents and Materials which were not prepared by City

(b) Conditions to Buyer's Obligations for Close of Buyer Escrow. The Close of Buyer Escrow and City's obligation to consummate the sale of the Property to Buyer contemplated in this Agreement are subject to the satisfaction of the following conditions (or City's waiver thereof) for City's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Buyer Escrow in absence of a specified date:

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer's Representations. All representations and warranties made by Buyer to City in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(iii) Buyer Purchase Price. Buyer shall have timely delivered the Buyer Purchase Price and other sums and consideration owing under this Agreement in good funds to Buyer Escrow Holder and fully, faithfully and timely performed all of its other obligations under this Agreement;

(iv) Natural Hazards Disclosure Statement. Prior to the end of the Buyer Contingency Period, Buyer shall have returned a signed copy of the Natural Hazards Disclosure Statement to the City and Seller, which shall be mutually acceptable to both Buyer and Seller; and

(v) Performance Under PLDA. If Buyer and City have entered into a PLDA, Buyer shall have timely performed all of the obligations required to be performed by Buyer under the PLDA.

(c) Failure of Condition to Close of Buyer Escrow. If any of the conditions set forth in Section 16(a) or Section 16(b) are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or City, this Agreement shall terminate, Buyer will comply with Section 32(l) below, and except as otherwise provided herein, the parties shall have no further obligations hereunder.

17. **Deposits By City**. Prior to the Close of Buyer Escrow, City shall deposit with Buyer Escrow Holder the following documents:

(a) Buyer Grant Deed. The Buyer Grant Deed, duly executed and acknowledged in recordable form by City, conveying fee simple title to the Property to Buyer.

(b) FIRPTA Certificate. A certification, acceptable to Buyer Escrow Holder, duly executed by City under penalty of perjury, setting forth City's address and federal tax identification number in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445, as may be amended, of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

(c) California Franchise Tax Withholding. A certification, acceptable to Buyer Escrow Holder, that City is exempt from the withholding provisions of the California Revenue and Taxation Code, as may be amended from time to time, and that neither Buyer nor Buyer Escrow Holder is required to withhold any amount from the Buyer Purchase Price pursuant to such provisions.

18. **Deposits By Buyer**. Prior to the Close of Buyer Escrow, Buyer shall deposit or cause to be deposited with Buyer Escrow Holder the following:

(a) Buyer Purchase Price. The Buyer Purchase Price (as adjusted by prorations provided for herein), in cash or immediately available funds, together with all documents required with respect to the non-cash portion thereof.

(b) Performance Under PLDA. If Buyer and City have entered into a PLDA, all documents reasonably required by City to demonstrate Buyer's timely performance of all of the obligations required to be performed by Buyer under the PLDA.

19. **Costs and Expenses**. As the Seller and City are political subdivisions of the State of California, no documentary transfer taxes or recording fees are required to record either the City Grant Deed or Buyer Grant Deed under Revenue and Taxation Code Section 11922 and Government Code Section 27383, respectively. Except as otherwise specified in this Agreement, City and Seller for City Escrow, and City and Buyer

for Buyer Escrow, shall equally divide all escrow fees, and costs. Buyer, City and Seller shall each pay all legal and professional fees and fees of other consultants incurred by each of them, respectively. Any costs incurred through either City Escrow or Buyer Escrow relating to the Property that are not specifically allocated to Buyer, City or Seller under this Agreement shall be apportioned in the manner customary in the County.

20. **Prorations.**

(a) Taxes/Assessments. [Not applicable, as the Property is publicly owned.]

(b) Other Expenses. All expenses for the Property (if any) shall be prorated between Seller and City as of 12:01 a.m. on the day of the Close of City Escrow, and between the City and Buyer as of 12:01 a.m. on the day of the Close of Buyer Escrow, in both cases, based upon the latest available information.

21. **Corrections**. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of City Escrow or Close of Buyer Escrow regarding adjustments or prorations, the applicable party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

22. **Condition and Inspection of Property.**

(a) Notwithstanding any other provision of this Agreement to the contrary, neither Seller nor City make any representation or warranty (except as expressly set forth in Section 24 below) whatsoever regarding the Property including, without imitation:

(i) The size and dimensions of any portion of the Property;

(ii) The suitability of the Property for the City or Buyer's planned use, including availability and adequacy of water, sewage, fire protection, and any utilities serving the Property;

(iii) All matters relating to title including extent and conditions of title to the Property, taxes, assessments, and liens;

(iv) All legal and governmental laws, statutes, rules, regulations, ordinances, limitations on title, restrictions or requirements concerning the Property including zoning, use permit requirements and building codes;

(v) Natural hazards, including flood plain issues, currently or potentially concerning or affecting the Property;

(vi) The physical, legal, economic and environmental condition and aspects of the Property, and all other matters concerning the conditions, use or sale of the Property, including any permits, licenses, agreements, and liens, zoning reports, engineers' reports and studies and similar information relating to the Property, and Hazardous Materials (as defined below). "**Hazardous Materials"** means any and all substances, contaminants, chemicals, wastes, sewage, materials or emissions which are now or hereafter regulated, controlled, prohibited or otherwise affected by any present or future local, state or federal statute, ordinance, code, rule, regulation, order, decree, permit or other law now or hereafter in effect including (A) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in (I) the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. §9601, et seq., (II) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq., (III) the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901, et seq., (IV) the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., (V) the Clean Air Act, as amended, 42 U.S.C. §7401, et seq., (VI) the Toxic Substances Control Act , as amended, 15 U.S.C. §2601, et seq., (VII) the Clean Water Act, as amended, 33 U.S. Code §1251, et seq., (VIII) the Oil Pollution Act, as amended, 33 U.S.C. §2701, et seq., (IX) California Health & Safety Code ("H&S Code") §25100, et seq. (Hazardous Waste Control), (X) the Hazardous Substance Account Act, as amended, H&S Code §25300, et seq., (XI) the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, as amended, H&S Code §25404, et seq., (XII) H&S Code §25531, et seq. (Hazardous Materials Management), (XIII) the California Safe Drinking Water and Toxic Enforcement Act, as amended, H&S Code §25249.5, et seq., (XIV) H&S Code §25280, et seq. (Underground Storage of Hazardous Substances), (XV) the California Hazardous Waste Management Act, as amended, H&S Code §25170.1, et seq., (XVI) H&S Code §25501, et seq. (Hazardous Materials Response Plans and Inventory), (XVII) H&S Code §18901, et seq. (California Building Standards), (XVIII) the Porter-Cologne Water Quality Control Act, as amended, California Water Code §13000, et seq., (XIX) California Fish and Game Code §5650-5656 and (XX) or any other federal, state or local laws, ordinances, rules, regulations, court orders or common law related in any way to the protection of the environment, health or safety (collectively, **"Environmental Laws"**); (B) any substance the presence of which at the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of human beings; and (C) any substance the presence of which at the Property or at nearby or adjacent properties could constitute a trespass. In addition to the foregoing, to the extent not already included therein, the term "Hazardous Materials" also means (I) asbestos (including asbestos-containing materials); (II) flammable, explosive, infectious, carcinogenic, mutagenic, or radioactive materials; (III) petroleum or any substance containing or consisting of petroleum hydrocarbons (including gasoline, diesel fuel, motor oil, waste oil, grease or any other fraction of crude oil); (IV) paints and solvents; (V) lead; (VI) cyanide; (VII) DDT; (VIII) printing inks; (IV) acids; (X) pesticides; (XI) ammonium compounds; (XII) polychlorinated biphenyls; (XIII) radon and radon gas; and (XIV) electromagnetic or magnetic materials, substances or emissions;

(vii) Any easements and/or access rights affecting the Property;

(viii) The financial condition of the Property;

(ix) Any contracts and other documents or agreements affecting the Property; and

(x) Any other matter of significance affecting the Property.

23. **Property Condition Waiver**. Following the Close of City Escrow, City waives its right to recover from Seller, and the trustees, members, managers, directors, officers, officials, partners, employees, agents and predecessors of Seller (collectively, **"Seller's Representatives**"), and hereby releases Seller and Seller's Representatives from, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with (i) the physical condition of the Property, (ii) the failure of any improvements or components of the Property to comply with any law or regulation applicable thereto, and (iii) the environmental condition of the Property. Following the Close of Buyer Escrow, Buyer waives its right to recover from City or Seller, and the trustees, members, managers, directors, officers, officials, partners, employees, agents and predecessors of City or Seller (collectively, **"City/Seller's Representatives**"), and hereby releases City, Seller and City/Seller's Representatives from, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with (i) the physical condition of the Property, (ii) the failure of any improvements or components of the Property to comply with any law or regulation applicable thereto, and (iii) the environmental condition of the Property. The foregoing waivers and releases shall exclude only those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to (x) a material matter actually known to Seller or City (excluding constructive notice) and (1) not disclosed to City or Buyer and (2) not discovered by City prior to the Close of City Escrow or by Buyer prior to the Close of Buyer Escrow, respectively, and (y) any breach by Seller or City, respectively of each of their express representations or warranties under this Agreement. In connection with foregoing waiver and release, each of City (with respect to Seller) and Buyer (with respect to City and Seller) expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

_____ _____

City's Initials Buyer's Initials

24. **Seller and City's Representations and Warranties**. In consideration of City and Buyer entering into this Agreement, Seller and City make the representations and warranties set forth in this Section 24. For the purpose of this Agreement, without creating any personal liability on behalf of such individual, usage of "to Seller's actual knowledge," or words to such effect, shall mean the present, actual knowledge of Joseph Irvin, Executive Director of Seller, excluding constructive knowledge or duty of inquiry, existing as of the Effective Date, and to "City's actual knowledge," or words to such effect, shall mean the present, actual knowledge of Joseph Irvin, City Manager of City, excluding constructive knowledge or duty of inquiry, existing as of the Effective Date. In the event that City, prior to Close of City Escrow, becomes aware, from Seller or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by Seller or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, City, as its sole option and remedy, may either (i) terminate this transaction, thereby waiving any claims or actions that City may have against Seller as a result of such inaccuracy or omission, or (ii) proceed with the Close of City Escrow hereunder, thereby waiving any rights that Buyer may have against Seller as a result of such inaccuracy or omission. City agrees that, under no circumstances, shall City be entitled to purchase the Property hereunder and then bring any claim or action against Seller for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by Seller. Similarly, in the event that Buyer, prior to Close of Buyer Escrow, becomes aware, from City or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by City, Seller or either of their consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (i) terminate this transaction, thereby waiving any claims or actions that Buyer may have against City or Seller as a result of such inaccuracy or omission, or (ii) proceed with the Close of Buyer Escrow hereunder, thereby waiving any rights that Buyer may have against City or Seller as a result of such inaccuracy or omission. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property hereunder and then bring any claim or action against City or Seller for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by City or Seller.

(a) Seller and City's Authority.

(i) As of the Effective Date, Seller is the sole owner of fee title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by Seller is required in order to make it a valid and binding contractual obligation of Seller. The individual(s) executing this Agreement on behalf of Seller are authorized to do so.

(ii) Following Close of Buyer Escrow, City will be the sole owner of fee title to the Property and will have the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by City is required in order to make it a valid and binding contractual obligation of City. The individual(s) executing this Agreement on behalf of City are authorized to do so.

(b) No Prior Transfers. Seller has not previously sold, transferred or conveyed the Property, or (except as provided in this Agreement) granted to any other person or entity any right or interest in all or any part of the Property and Seller has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement. Similarly, City has not previously sold, transferred or conveyed the Property, or (except as provided in this Agreement) granted to any other person or entity any right or interest in all or any part of the Property and City has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement.

(c) Occupancy Agreements. To the Seller's present actual knowledge and City's present actual knowledge, there are no leases or other agreements (whether oral or written) affecting or relating to the rights of any party with respect to the possession of the Property or any portion thereof which (other than this Agreement) will be in effect after Close of City Escrow or Close of Buyer Escrow.

(d) Hazardous Materials. Except as disclosed in the Documents and Materials, to the actual knowledge of Seller and to the actual knowledge of City, the Property is not, as of the date of the Effective Date of this Agreement, in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials (as defined herein), industrial hygiene or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition.

25. **Buyer's Representations and Warranties**. In consideration of City entering into this Agreement and as an inducement to City to sell the Property to Buyer,

Buyer makes the following representations and warranties, each of which is material and is being relied upon by City (the continued truth and accuracy of which constitutes a condition precedent to City's obligations hereunder):

(a) Buyer's Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement. The individual(s) executing this Agreement on behalf of Buyer are authorized to do so.

(b) Enforceability. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(c) Conflicting Documents. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the materials breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

(d) No Side Agreements or Representations. Buyer represents, warrants and covenants to City that Buyer has entered into this Agreement based upon its rights and intentions to independently inspect the Property. Except as specifically provided in Section 24 of this Agreement, neither City nor Seller makes any representation or warranty regarding the condition of the Property, its past use, or its suitability for Buyer's intended use. Buyer will be relying solely upon its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from City, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability of the Property.

26. **Damage or Condemnation Prior to Closings**. Seller shall promptly notify City and Buyer of any casualty to the Property or any condemnation proceeding considered or commenced prior to the Close of City Escrow, and City shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding considered or commenced after the Close of City Escrow and prior to the Close of Buyer Escrow. If any such damage or proceeding relates to or may result in the loss of any "material portion" (as defined herein) of the Property, Seller or City (with respect to Close of City Escrow) or City or Buyer (with respect to Close of Buyer Escrow) may, each at its option, elect either to (i) terminate this Agreement, in which event Buyer will comply with Section 32(l) and except as otherwise provided herein no party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the Close of City Escrow, City, and upon the Close of Buyer Escrow, Buyer, shall be entitled

to any compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings. The term **"material portion"** shall mean damages greater than One Hundred Fifty Thousand and 00/100th Dollars ($150,000.00).

27. **Termination.** Notwithstanding any other provision of this Agreement to the contrary, following City's purchase of the Property from Seller and Seller's sale of the Property to City:

(a) Unless City and Buyer sign a mutually agreed PLDA, Buyer's right to purchase the Property from City and City's obligation to sell the Property to Buyer shall terminate, without notice or demand, on the date that is the later of (i) 12 months following the later of date this Agreement is signed and the date all Conditions Precedent to Effectiveness as provided in Section 2 have been satisfied, and (ii) 30 days after City's purchase of the Property from Seller and Seller's sale of the Property to City (**"Early Termination Date"**). The Early Termination Date may be extended by mutual agreement by City and Buyer, each in its sole discretion.

(b) Buyer's right to purchase the Property from City and City's obligation to sell the Property to Buyer shall terminate, without notice or demand, on the date that is 24 months following the later of date this Agreement is signed and the date all Conditions Precedent to Effectiveness as provided in Section 2 have been satisfied (**"Termination Date"**). Buyer may extend this Agreement for up to two additional 12-month periods (each, an **"Extension Period"**), provided that Buyer submits a written notice to City of its intention to extend the Termination Date at least ten (10) days prior to the end of the then-current term, including the original term or any Extension Period. The first Extension Period shall commence immediately following the expiration of the initial 24 months period, and the second Extension Period shall commence immediately following the expiration of the first Extension Period. Any further extension of the Termination Date will require written approval of both City and Buyer, each in its sole discretion.

28. **Notices**. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, addressed to the parties in the manner set forth below, and be given only in accordance with the provisions of this Section 28 All such items shall be sent by: personal delivery, in which case notice is effective upon delivery; certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service (or, if delivery is not during regular business hours on a business day, then on the next business day).

The addresses of the parties to receive notices are as follows:

To Seller: South Tahoe Redevelopment Successor Agency
1901 Lisa Maloff Way,
South Lake Tahoe, CA 96150

	Attention: Joseph Irvin, Executive Director
With a copy to:	Agency Attorney South Tahoe Redevelopment Successor Agency 1901 Lisa Maloff Way, Suite 300 South Lake Tahoe, CA 96150
To City:	City of South Lake Tahoe 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 Attention: Joseph Irvin, City Manager
With a copy to:	City Attorney City of South Tahoe 1901 Lisa Maloff Way, Suite 300 South Lake Tahoe, CA 96150
To Buyer:	Novin Development Corp. 1990 North California Blvd., Suite 800 Walnut Creek, CA 94596 Attention: Iman Novin Email: inovin@novindevelopment.com
With a copy to:	SMR Development LLC, 529 N. Hillview Drive Boise, ID 83712 Attention: Shellan Rodriguez Email: shellan@smrdevelopment.com
To City Escrow Holder:	As indicated in Receipt of City Escrow Holder
To Buyer Escrow Holder:	As indicated in Receipt of Buyer Escrow Holder

29. **Brokers**. Each of Seller, City and Buyer represent that it has not engaged nor is it aware of any person entitled to any brokerage commission or finder's fee in connection with any transaction under this Agreement. Each party agrees to indemnify the other parties against any claim asserted against or adjudged against any other party, for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of each such party, including all attorney's fees, costs, expenses and any other fees incurred by, charged against or adjudicated against, the

other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

30. **Assignment**. Buyer shall not assign its right, title or interest in this Agreement to any other party without the prior written consent of City, which determination may be withheld in Seller's sole and absolute discretion. Buyer may, however, assign this Agreement and all of Buyer's rights under it to an entity in which Buyer has a controlling ownership interest, subject to the terms of this Agreement, provided that (i) such assignee assumes in a writing reasonably acceptable to City, all of the obligations of Buyer, (ii) City receives prior written notice of such assignment, (iii) the original Buyer remains fully liable for all Buyer obligations under this Agreement, and (iv) the assignee agrees to execute all documents and perform all obligations of Buyer as if such assignee were the original Buyer under this Agreement.

31. **CEQA**. To comply with CEQA and give the public the opportunity to be aware of the environmental consequences of the Project, and to fully participate in the CEQA process, the parties acknowledge that neither Seller nor City has any obligation to approve and Buyer has no obligation to develop the Project unless and until the applicable parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the CEQA environmental review process and any other public review and hearing processes, subject to all applicable governmental approvals. Seller and City shall retain discretion in accordance with applicable law before action on the Project by each of Seller and City's governing bodies to (i) identify and impose mitigation measures to mitigate significant environmental impacts, if any; (ii) select other feasible alternatives to avoid significant environmental impacts, if any; (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with the Project.

32. **Miscellaneous**.

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the parties hereto.

(d) Entire Agreement. This Agreement (including all Recitals and Exhibits attached hereto), is the final expression of, and contains the entire agreement between and among, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Following Close of City Escrow, modifications to this Agreement relating solely to the City's sale of the Property to Buyer and the Buyer's purchase of the Property from City shall not require any consent, approval or signature by the Seller, but may be implemented solely by City and Buyer. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(e) Time of Essence. Seller, City and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(f) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between or among Buyer, City and Seller.

(g) Construction/Exhibits. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

(h) Governing Law/Venue. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The parties hereto agree that the exclusive jurisdiction and venue for any legal action arising out of or relating to this Agreement shall be in the applicable Court of El Dorado County,

California, or, in the alternative, in cases where Federal jurisdiction is available, in the United States District Court for the Eastern District of California.

(i) Days of Week. A "business day," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

(j) Possession of Property. Subject to the City Approved Conditions of Title, City shall be entitled to the possession of the Property immediately following the Close of City Escrow, and subject to the Buyer Approved Conditions of Title, Buyer shall be entitled to the possession of the Property immediately following the Close of Buyer Escrow.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(l) Termination Documents. If this Agreement is terminated prior to either the Close of City Escrow or the Close of Buyer Escrow for any reason, Buyer shall deliver to City the following documents and materials (collectively hereinafter referred to as the **"Termination Documents"**): (i) the Documents and Materials delivered to Buyer by Seller or City, and (ii) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BUYER:		**SELLER:**	
NOVIN DEVELOPMENT CORP.		SOUTH TAHOE REDEVELOPMENT SUCCESSOR AGENCY	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		ATTEST:	

By: _____

_____,
Agency Clerk

APPROVED AS TO FORM:

By: _____

Heather Stroud,
Agency Attorney

CITY:

CITY OF SOUTH LAKE TAHOE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____

_____,
Agency Clerk

APPROVED AS TO FORM:

By: _____

Heather Stroud,
Agency Attorney

Schedule of Exhibits

Exhibit A	**Legal Description of Property**
Exhibit B-1	**City Grant Deed**
Schedule 1	Legal Description of Property
Exhibit B-1	**Buyer Grant Deed**
Schedule 1	Legal Description of Property
Exhibit C	**Affordable Housing Covenant**
Exhibit D	**List of Documents and Materials**

RECEIPT BY CITY ESCROW HOLDER

City Escrow Holder hereby acknowledges receipt of a fully executed copy of the foregoing Agreement on this date and agrees to abide by the escrow instructions applicable to it contained therein.

City Escrow Holder:

[Name]

By:_____

Name: _____

Its: Escrow Officer

Contact Information:

_____
_____
_____
Attention: _____
Email: _____

RECEIPT BY BUYER ESCROW HOLDER

Buyer Escrow Holder hereby acknowledges receipt of a fully executed copy of the foregoing Agreement on this date and agrees to abide by the escrow instructions applicable to it contained therein.

Buyer Escrow Holder:

[Name]

By:_____

Name: _____

Its: Escrow Officer

Contact Information:

_____
_____
_____
Attention: _____
Email: _____

EXHIBIT A

Legal Description of Property

The land referred to in this Agreement is situated in the State of California, County of El Dorado, City of South Lake Tahoe, and is described as follows:

[*To be inserted by City Escrow Holder*]

EXHIBIT B-1

City Grant Deed

RECORDING REQUESTED BY:

WHEN RECORDED MAIL
TO AND MAIL TAX STATEMENTS TO:

(Above Space for Recorder's Use Only)

GRANT DEED

To be recorded without fee per Government Code Section 27383

The undersigned grantor declares:
Exempt from Documentary Transfer Tax pursuant
to Section 11922 of the Revenue and
Taxation Code, as amended
County of El Dorado

WHEREAS, the Property (as defined below) was at one time owned by the South Tahoe Redevelopment Agency, a political subdivision of the State of California (**"STRA"**); and

WHEREAS, as part of the 2011 Budget Act, including AB1X 26, as subsequently amended, the California Legislature dissolved all redevelopment agencies throughout the State of California, including STRA, as of February 1, 2012; and

WHEREAS, THE SOUTH TAHOE REDEVELOPMENT SUCCESSOR AGENCY, a public body (**"Grantor"**) is now the fee owner of that certain real property in the County of El Dorado, State of California, described on Schedule 1 attached hereto (**"Property"**); and

WHEREAS, the CITY OF SOUTH LAKE TAHOE, a municipal corporation (**"Grantee"**), has agreed to purchase from Grantor a fee simple interest in the Property; and

WHEREAS, the Property transfer contemplated by this Deed is consistent with Grantor's Long Range Property Management Plan, submitted to and approved by the Grantor's Oversight Board and the State of California Department of Finance***[, and in compliance with the California Surplus Lands Act, [insert citations]***.

NOW, THEREFORE,

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, hereby grants to Grantee, the Property, subject to all matters of title or of record or any matters that would be disclosed by an accurate survey, in fee simple.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the ___ day of _____, 2023.

SOUTH TAHOE REDEVELOPMENT SUCCESSOR AGENCY

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before
me,_____,
(Name of Notary)

notary public, personally appeared
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

SCHEDULE 1

Legal Description of Property

The land referred to in this Deed is situated in the State of California, County of El Dorado, City of South Lake Tahoe, and is described as follows:

[*To be inserted by City Escrow Holder*]

EXHIBIT B-2

Buyer Grant Deed

RECORDING REQUESTED BY:

WHEN RECORDED MAIL
TO AND MAIL TAX STATEMENTS TO:

(Above Space for Recorder's Use Only)

GRANT DEED

To be recorded without fee per Government Code Section 27383

The undersigned grantor declares:
Exempt from Documentary Transfer Tax pursuant
to Section 11922 of the Revenue and
Taxation Code, as amended
County of El Dorado

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF SOUTH LAKE TAHOE, a municipal corporation (**"Grantor"**), hereby grants to NOVIN DEVELOPMENT CORP., a California corporation (**"Grantee"**), all of that certain real property in the County of El Dorado, State of California, described on Schedule 1 attached hereto (**"Property"**), subject to all matters of title or of record or any matters that would be disclosed by an accurate survey, in fee simple.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the ___ day of _____, 202__.

CITY OF SOUTH LAKE TAHOE

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before
me,_____,
(Name of Notary)

notary public, personally appeared
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

SCHEDULE 1

Legal Description of Property

The land referred to in this Deed is situated in the State of California, County of El Dorado, City of South Lake Tahoe, and is described as follows:

[*To be inserted by Buyer Escrow Holder*]

EXHIBIT C

FORM OF DECLARATION OF AFFORDABLE HOUSING COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of South Lake Tahoe 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 Attention: City Clerk *EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383*	

Space above this line for Recorder's use

DECLARATION OF AFFORDABLE HOUSING COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Affordable Housing Covenants, Conditions and Restrictions (this **"Declaration"**) is entered into effective as of _____, 20__ (**"Effective Date"**) by the CITY OF SOUTH LAKE TAHOE, a municipal corporation ("**Declarant"** and **"City"**).

Recitals

A. Pursuant to that certain Purchase and Sale Agreement dated as of _____, 2023 between Declarant, South Tahoe Redevelopment Successor Agency (**"Seller"**) and Novin Development Corp. (**"Buyer"**) (the **"PSA"**), City has acquired the real property located at 3900 and 3908 Lake Tahoe Boulevard in the City of South Lake Tahoe, California, Assessor's Parcel Nos. 029-170-001 and 029-170-002, and more particularly described in Attachment A attached hereto and incorporated herein (the **"Affordable Housing Site"**).

B. Any project built on the Affordable Housing Site (**"Project"**), whether by the initial Declarant or a successor, must, at a minimum, satisfy the requirements for a specific type of housing development pursuant to Gov't. Code 54221(f)(1)(F)(i), as specified in this Declaration.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby agrees as follows.

1. **Incorporation of Recitals; Intent of Declaration.** Declarant acknowledges the truth of the foregoing Recitals, which are incorporated into this Declaration by this reference. The purpose of this Declaration is to provide notice of the development, occupancy and affordability requirements that apply to the Affordable Housing Site and the Project to be developed thereon. Declarant intends the covenants set forth in this Declaration to run with the land and to be binding upon Declarant and Declarant's successors and assigns including without limitation if applicable, Buyer and Buyer's successors and assigns.

2. **Development, Use and Affordability Restrictions.** Declarant hereby covenants and agrees, for itself and its successors and assigns, that the Affordable Housing Site shall, as provided in Gov't Code section 54221(f)(1)(F)(i), be used solely for the development and operation of a rental housing development, which may have ancillary commercial ground floor uses, that restricts 100 percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, as defined in Health and Safety Code section 50079.5, with an affordable rent, as defined in Health and Safety Code section 50052.5, for a minimum of 55 years following completion of the Project, and in no event shall the maximum rent level be higher than 20 percent below the median market rents for the neighborhood in which the Affordable Housing Site is located. "Completion of the project" shall mean the date upon which the last certificate of occupancy for the Project is issued by the City of South Lake Tahoe.

3. **Remedies for Breach.** Upon any default under this Declaration by Declarant or by Declarant's successors and assigns, City (notwithstanding any transfer of the initial Declarant's interest in the Property) may seek specific performance of the terms hereof, and may enjoin acts that may be in violation of this Declaration. Failure by City to enforce any provision contained herein shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation. This Section is not intended to limit City's ability to exercise any applicable remedy available to City pursuant to any agreement or at law. All remedies available to City shall be cumulative and not exclusive.

4. **Binding on Successors in Interest; Provisions Run With the Land.** The Affordable Housing Site, and each and every portion thereof, shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, covenants, conditions and restrictions set forth in this Declaration, all of which shall run with the land, shall constitute equitable servitudes, shall be binding on all parties having or acquiring any right, title or interest in such property or portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of City and its successors and assigns. It is the intent of the Declarant that this Declaration shall satisfy the requirements of California Civil Code Section 1468.

Without limiting the foregoing, the Declarant hereby declares that it is its express intent that the covenants, restrictions and conditions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Declarant's successors in title to the Affordable Housing Site. Each and every contract, deed, ground lease or other instrument affecting or conveying the Affordable Housing Site or the Project

or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. Declarant agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Affordable Housing Site and the Project in favor of City.

5. **Recordation; Subordination.** This Declaration shall be recorded in the Official Records of El Dorado County concurrently with the recordation of the grant deed conveying the Affordable Housing Site to Declarant. Declarant hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City, this Declaration shall not be subordinated in priority to any lease, ground lease, security agreement, deed of trust, mortgage, lien, encumbrance, or other interest in the Affordable Housing Site or the Project.

6. **Reconveyance.** Upon the termination of this Declaration, the then-Declarant parties and the City (if different) agree to execute and record appropriate instruments to release and discharge this Declaration.

7. **Mortgagee Protection.** No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Affordable Housing Site, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Declaration from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Declaration has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Affordable Housing Site that such violation has occurred.

8. **Estoppel Certificate.** At any time during the term hereof, City, Declarant, or any party owning an interest in any parcel comprising the property that is the subject of the PSA may request an estoppel certificate from Declarant or City attesting to such party's compliance with the terms and provisions of this Declaration. A party making a request for an estoppel certificate shall provide Declarant or City, as applicable, with all documentation reasonably necessary for Declarant or City to form an opinion as to compliance or non-compliance with the provisions hereof. After receiving such a request and the necessary supporting documentation, Declarant or City, as applicable, shall respond, in writing, within ten (10) calendar days following the date of receipt and shall either confirm compliance with the terms and provisions of this Declaration or shall state in reasonable detail any alleged failure to comply and the steps necessary to cure such lack of compliance.

9. **Miscellaneous.**

(a) Amendments. This Declaration may be amended or modified only by a written instrument signed by the Declarant and (if different) City or their respective successors in interest.

(b) No Waiver. Any waiver by City (in its capacity of City, not as Declarant) of any term or provision of this Declaration must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Declaration or applicable law. No failure or delay by City at any time to require strict performance of any provision of this Declaration or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

(c) Notices. All notices to be sent pursuant to this Declaration shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section 9(c). All such notices shall be sent by: personal delivery, in which case notice is effective upon delivery; certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service (or, if delivery is not during regular business hours on a business day, then on the next business day).

City:	City of South Tahoe 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 Attention: City Manager
With a copy to:	City Attorney City of South Tahoe 1901 Lisa Maloff Way, Suite 300 South Lake Tahoe, CA 96150
Declarant:	City of South Tahoe 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 Attention: City Manager
With a copy to:	City Attorney City of South Tahoe 1901 Lisa Maloff Way, Suite 300 South Lake Tahoe, CA 96150

(d) Further Assurances. The City and Declarant (if different) shall execute, acknowledge and deliver to the other such other documents and instruments, and shall take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Declaration.

(e) Parties Not Co-Venturers; No Agency Relationship. Following the initial Declarant's transfer of the Property to a successor, nothing in this Declaration is intended to or shall establish the then-Declarant and City as partners, co-venturers, or principal and agent with one another. The relationship of such Declarant and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to any successor Declarant or to any third party with respect to the Project.

(f) Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Declaration are for convenience only and shall not be used to interpret this Declaration. The language of this Declaration shall be construed as a whole according to its fair meaning and not strictly for or against any party. All references in this Declaration to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of South Lake Tahoe shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

(g) Time is of the Essence. Time is of the essence in the performance of this Declaration.

(h) Governing Law; Venue. This Declaration shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Declaration shall be filed and heard in the Superior Court of El Dorado County, California or in the Federal District Court for the Eastern District of California.

(i) Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

(j) Severability. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

(k) Entire Agreement. This Declaration contains the entire agreement of the applicable parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between or among the parties with respect thereto.

(l) Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Declarant has executed this Declaration of Affordable Housing Covenants, Conditions and Restrictions as of the date first written above.

DECLARANT AND CITY:

CITY OF SOUTH LAKE TAHOE, a California municipal corporation

By: **____FORM – DO NOT SIGN____**
Name: _____
Its: _____

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____
_____, City Attorney

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT A

AFFORDABLE HOUSING SITE

[Legal description to be inserted.]

EXHIBIT D

List of Documents and Materials

1. All reports, maps, and studies relating to Property in Seller or City's possession to Seller's actual knowledge (as defined in the Agreement)

2. Such additional documents as Buyer may reasonably request concerning the Property in Seller or City's possession to Seller's actual knowledge (as defined in the Agreement).

Property as used herein, means the subject Property and not any surrounding Property. Buyer may not rely on any reports or studies because they are not issued in Buyer's name.

CITY OF
SOUTH LAKE TAHOE

June 3, 2022

Re: Notice of Availability to Sell/Lease Surplus Property- Introductory Information

To All Interested Parties:

Please find attached to this letter a Notice of Availability ("Notice") per Government Code 54220 of the South Tahoe Redevelopment Successor Agency's (Agency) intent to dispose of surplus properties at 3900 and 3908 Lake Tahoe Blvd (APNs: 029-170-01 and 029-170-02). The purpose of this letter is to supplement the HCD form documents and to provide a summary of the Agency's process for evaluating responses, per the HCD Surplus Land Act Guidelines (the "Guidelines").

Land Use Considerations

The subject properties are within the regulatory jurisdiction of the Tahoe Regional Planning Agency (TRPA) and the City of South Lake Tahoe (City). TRPA and the City have mutually adopted the Tourist Core Area Plan which addresses land use regulations, development and design standards, transportation, recreation, public services, and environmental improvements for the area. Development of the parcels is subject to conformity with the Tourist Core Area Plan, City General Plan and TRPA Regional Plan.

Economic Considerations

The Dissolution Acts of 2011 require the Redevelopment Successor Agency to dispose of all real property owned and acquired by the Redevelopment Agency and to sell property at fair market value. An appraisal of the property has been conducted for the subject parcels and is available on the Surplus Land page of the City website.

Environmental Considerations

More information and background information on the environmental considerations for the surplus sites is provided on the Surplus Land page of the City website. The Agency recommends carefully reviewing the documentation.

- Development of the parcels is subject to compliance with the California Environmental Quality Act, TRPA environmental regulations contained in the TRPA Regional Plan and the National Environmental Policy Act, if applicable.
- A Phase 1 Environmental Site Assessment has been conducted for the subject parcels and is available on the Surplus Land page of the City website.

Selection Criteria

The Agency will evaluate responses to the Notice based on the criteria and procedures in the HCD Surplus Land Act Guidelines published April 2021 (the "Guidelines"). Key criteria include:

- Proposed payment of Fair Market Value (Guidelines 202 (a) (2) (C)). Please see the note above on the expected price of the parcels.
- No less than 25% of the total units proposed units are affordable housing (Guidelines 300 (a))
- Proposed term of affordability of at least 55 years for rental housing (Guidelines 300 (a)(1)) or 45 years for ownership units (Guidelines 300 (a) (2)).
- Greatest possible number of affordable units at the lowest average level of affordability (Guidelines 202 (b) (4) (B))
- Compliance with all applicable property restrictions as described in the Notice (Guidelines 202 (b) (4) (C))

Next Steps

Interested parties have 60 days to respond to the Notice. Notice of your interest in acquiring the property shall be delivered electronically to housing@cityofslt.us.

Sincerely,

Joseph Irvin 6/3/2022

Joseph Irvin
Executive Director of the Successor Agency

CITY OF
SOUTH LAKE TAHOE

Notice of Availability/Offer to Sell Surplus Property

As required by Government Code Section 54220 of the State of California, South Tahoe Redevelopment Successor Agency is providing notification that the South Tahoe Redevelopment Successor Agency intends to sell/lease the surplus property listed in the accompanying table.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the South Tahoe Redevelopment Successor Agency of your interest in acquiring the property. However, this offer shall not obligate the South Tahoe Redevelopment Successor Agency to sell the property to you. Instead, the South Tahoe Redevelopment Successor Agency would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on sales price and terms, or lease terms, the South Tahoe Redevelopment Successor Agency may market the property to the general public.

As required by Government Code Section 54227, if the South Tahoe Redevelopment Successor Agency receives more than one letter of interest during this 60 day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

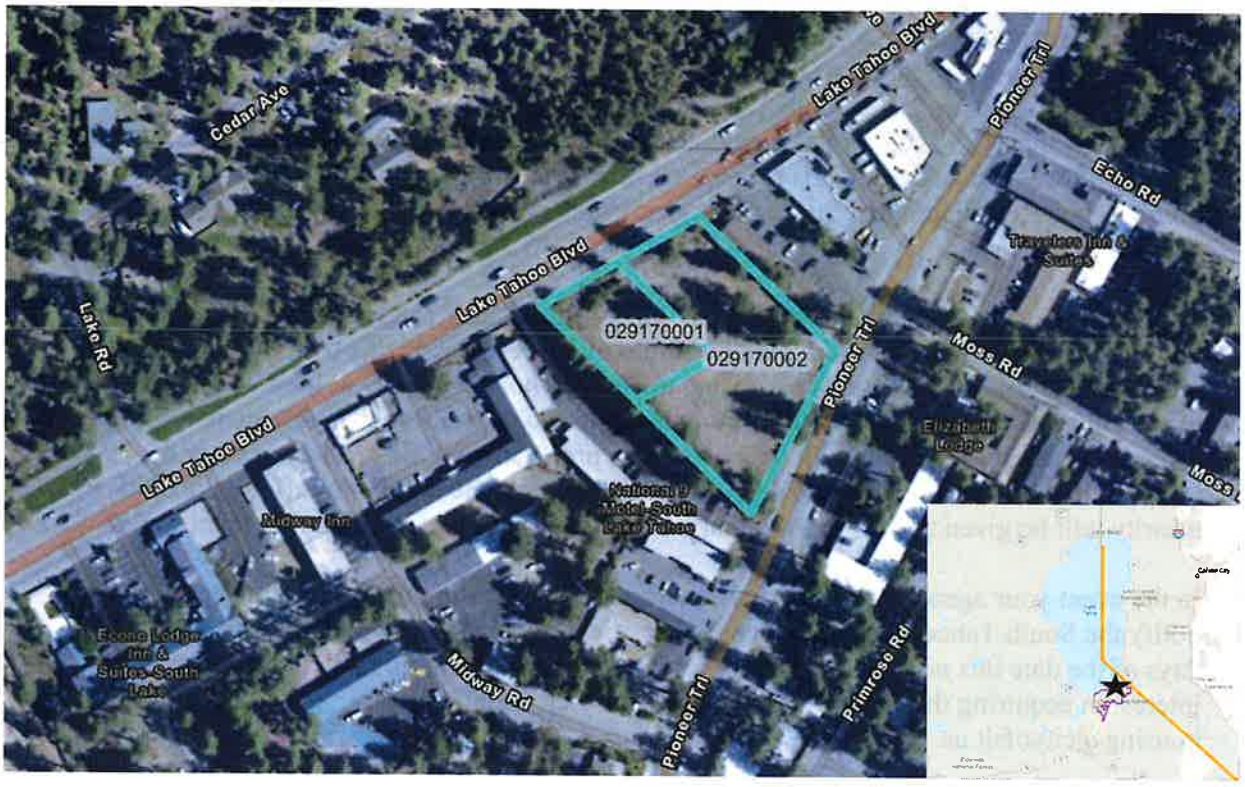
In the event your agency or company is interested in purchasing the property, you must notify the South Tahoe Redevelopment Successor Agency in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property shall be delivered electronically to housing@cityofslt.us.

You may direct questions to Hilary Roverud, Director of Development Services at hroverud@cityofslt.us or by calling (530) 542-6024. However, letters of interest in acquiring the property shall be delivered electronically to housing@cityofslt.us within 60 days of this notice.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

Notice of Availability/Offer to Sell Surplus Property

3900 and 3908 Lake Tahoe Blvd (APNs: 029-170-01 and 029-170-02)



Jurisdiction Name	Jurisdiction Type	Site Address/Intersection	City	Five Digit ZIP Code	County	Assessor Parcel Number	Consolidated Sites	General Plan Designation (Current)	Zoning Designation (Current)	Minimum Density Allowed (units/acre)	Maximum Density Allowed (units/acre)	Parcel Size (Gross Acres)	Existing Use/Vacancy	Minimum Sales Price	Last Appraised Value	Last Appraised Date
City of South Lake Tahoe	City	3900 Lake Tahoe Blvd	South Lake Tahoe	96150	El Dorado	029-170-001	A	Tourist Center	Tourist Core Area Plan (TCAP) Tourist Center-	31.25 units/acre		0.34	vacant	1,000,000	1,000,000	4/13/2022
City of South Lake Tahoe	City	3908 Lake Tahoe Blvd	South Lake Tahoe	96150	El Dorado	029-170-002	A	Tourist Center	Tourist Core Area Plan (TCAP) Tourist Center-	31.25 units/acre		0.42	vacant	1,000,000	1,000,000	4/13/2022

NOVIN DEVELOPMENT

SMR DEVELOPMENT

City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Dear Mr. Irvin,

Novin Development and SMR Development, LLC are pleased to submit a joint offer to purchase approximately 1.16 acres (2 parcels) of surplus property pursuant to the surplus lands act located at 3900 & 3908 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150. SMR Development and Novin Development are joining forces as Co-Developers combining years of local and statewide California multifamily experience. Please find corporate bios and brochures attached.

Should you select our offer, we intend to build a 100% affordable mixed-income community that serves a broad range of incomes (30% AMI – 120% AMI) and includes a mix of one-to-three-bedroom units for larger families and critical local workforce. Consistent with the Tourist Center Mixed Use District (TSC-MU) zoning we propose to include a small mixed-use ground floor commercial uses to enhance and foster a vibrant pedestrian and commercial corridor.

We propose an affordability term of 55 years and average AMI not to exceed 59% AMI across all units. We have studied two development scenarios, one 4 story Type V building at 56 feet tall and an alternative max-build out scenario with a 6 story Type IIIA building at 95' tall while adhering to a maximum of 70% lot coverage. We will work with City of South Lake Tahoe to maximize the number of units and affordability levels to make efficient use of the land for public benefit and we will work with TRPA to take advantage of affordable housing incentives.

Attached please find our fair market value offer consistent with guidelines 202 (a)(2)(C).

Please feel free to contact us with any questions.

Sincerely,

Iman Novin, President
Novin Development Corp.

Shellan Rodriguez, CEO
SMR Development, LLC

NOVIN DEVELOPMENT

SMR DEVELOPMENT

August 2, 2022

City of South Lake Tahoe, CA

RE: Letter of Intent for a 1.16-acre property at 3900 & 3908 Lake Tahoe Boulevard ("Property")

Dear Mr. Martini,
The purpose of this letter is to set forth the terms and conditions under which a joint venture between Novin Development and SMR Development, LLC and or its Assignee ("Buyer") will enter into an agreement with The City of Lake Tahoe ("Seller") for the purchase of the above referenced property, including the land and all records, plans, development rights and fees paid pertaining thereto for the development of affordable and mixed-income housing (collectively "Property").

1. **Property.** +/-1.16 acres as referenced above.

2. **Purchase Price.** The purchase price shall be **One Million Dollars ($1,000,000)** as per the appraisal completed by Johnston Evaluation Group, LTD and dated April 13, 2022.

3. **Deposits.** The purchase price for the Property will be paid as follows:

   (a) Buyer will deposit into escrow **Thirty Thousand Dollars ($30,000) ("Initial Deposit")** within **five (5) business days** of Opening of Escrow as initiated by the Buyer and Sellers execution of a mutually acceptable Purchase and Sale Agreement ("PSA") and acceptance of said PSA by the Escrow Holder (the "Effective Date" of the Agreement). Said deposit shall be held in escrow and refundable to the Buyer during the Due Diligence Period as described further in Section 5.

   (b) Upon the satisfaction of the conditions outlined in Section 5 below Buyer shall deposit into escrow an additional **Fifty Thousand Dollars ($50,000) ("Final Deposit")**. The deposits shall remain in escrow and all deposits shall remain refundable to Buyer until satisfaction or waiver of Section 5 ("Contingency Period"). Upon Buyer's waiver of its conditions in Section 5 Buyer deposit shall become nonrefundable and released to Seller.

   (c) All deposited funds shall be applicable to the purchase price. Deposited funds which are held in escrow shall be invested by the escrow holder in an interest-bearing account selected by Buyer with all interest accruing thereon paid to Buyer upon demand or, at Buyer's election, credited to the purchase price upon the close of escrow.

   (d) Buyer will pay the balance of the purchase price for the Property into escrow at closing.

4. **Agreement.** Within **Ten (10) Business days** following execution of this LOI, Buyer and Seller will endeavor to enter into a Purchase and Sale Agreement ("PSA") reflecting the terms and conditions set forth herein. Buyer shall prepare the initial draft of the Agreement.

5. **Contingencies.** Buyer's obligation to purchase the Property at the close of escrow shall be subject to the following conditions:

   (a) **Feasibility Period:** Buyer shall have **One Hundred Eighty (180) days** following the Effective Date of the mutual execution of the PSA, (the "Due Diligence Period") to conduct a feasibility and financial study, including, but not limited to the review of the documents made available to Buyer by Seller and its agents. During the Due Diligence Period, Buyer, at its own expense, may retain engineers, contractors, soils, environmental, and geological consultants, architects, and any other advisors the Buyer, in its sole discretion, deems appropriate in order to determine if the Property is suitable for Buyer. Within **Five (5) days** of the mutual execution of the PSA, Seller shall provide to Buyer all documentation, reports, maps, books and records, lease(s) and any amendments thereto, studies and information the Seller holds with respect to the Applicable Portion of the Property and shall authorize and instruct its engineers and outside consultants to share with Buyer such knowledge or information they have developed with respect to the Property, if any. If, by the end of the Due Diligence Period in Buyer's sole and absolute discretion the Property is not satisfactory, all rights and obligations under the PSA shall, at the sole election of Buyer, terminate and the deposits previously made shall be returned to Buyer from escrow.

   (b) **Title:** A preliminary title report for the Property, together with copies of the documents evidencing title exceptions referred to therein, shall be delivered to Buyer within **Five (5) days** of the Effective Date of the PSA. Buyer shall have **Ten (10) days** after receiving the preliminary title report within which to notify Seller of any objections Buyer may have thereto. Seller shall then have **Ten (10) days** in which to notify Buyer of any exceptions that Seller is unable or unwilling to remove prior to close of escrow. If in Buyer's sole opinion, title to the Property is not acceptable, all rights and obligations under the PSA shall, at the election of Buyer terminate, and the deposits previously made shall immediately be returned to Buyer from escrow. If Buyer elects to proceed with the purchase, at the closing, Seller shall provide and pay for an ALTA policy of Title Insurance consistent with the title exceptions previously approved by Buyer (if any).

   (c) **Notice to Proceed:** Buyer shall notify the Seller of its election to terminate or to proceed with the purchase prior to the end of the 180-day Feasibility Period.

6. **Access.** During the Due Diligence Period, Seller hereby grants to Buyer, its agents, assignees, employees, and nominees the right to enter onto the Property upon **Forty-Eight (48) hours** prior written notice at any time for the purpose of doing or causing to be done any engineering, environmental surveying, or related work as may be required by Buyer. Said access shall be during normal business hours. Buyer will keep the property free and clear of any mechanic or material man's liens arising out of any such entry and indemnify Seller.

7. **Site Delivery.** At the close of escrow, Seller shall deliver the Property free and clear of any and all rights of possession, leases, sub-leases and/or surface rights to the Property, subject only to those title exceptions approved by Buyer. The property shall be delivered in the same physical condition as approved during the Contingency Period.

8. **Right to Submit.** Buyer reserves the right, at its sole cost and expense and without incurring any liability to Seller, to submit architectural and other plans or applications to the appropriate City/Government agencies for approval. Seller agrees to cooperate fully with Buyer in this regard.

9. **Escrow and Title.** Escrow and title to be with Chicago Title – Paul M. Van Every (the "Escrow Holder") upon mutual execution of the PSA and Buyer's funding of the First Deposit into escrow. Escrow shall commence and be considered "open" on the date that the Escrow Holder receives the PSA executed by both parties.

10. **Close of Escrow.** Provided that the PSA has not been terminated by Buyer prior to the expiration of the Due Diligence Period, Buyer and Seller agree that the close of escrow for the purchase and sale of the Property (the "Close of Escrow") shall occur no later than **Thirty (30) days** following the expiration of the Contingency Period. Seller shall grant Buyer **One (1), Ninety (90) day** extensions to the Close of Escrow by depositing into escrow an applicable **Twenty Thousand ($20,000)** deposit for such extension, to be nonrefundable and promptly released to the Seller. Said Consideration shall be paid at the onset of the extension period exercised by Buyer. All funds deposited by, or on behalf of, Buyer shall accrue interest in favor of Buyer.

11. **Closing Costs, Credits and Prorations.** Seller will pay the cost of the Title Policy. Seller will pay the cost of documentary transfer taxes and one-half of the escrow fees. All other costs will be allocated between the Buyer and Seller in accordance with the customary practice of Contra Costa County. Real property taxes and any other matters to be prorated will be prorated as of midnight on the day before the Close of Escrow.

12. **Assignment.** Buyer shall have the right to assign the Purchase Agreement, including to individual single-purpose entities that will own the Property, by giving written notice thereof prior to the closing date.

13. **Real Estate Commissions.** Seller shall pay any commission due to Colliers. There are no other brokers involved in this transaction.

14. **Confidentiality.** Except to the extent required by law or in connection with Buyer's effort to arrange financing, Buyer and Seller agree not to disclose the content of this LOI, or of any negotiations or information received from the other party regarding the Property, to any unrelated third parties without first obtaining the prior written consent of the other party.

15. **Exclusive Negotiations.** This LOI contemplates and is subject to the negotiation and execution of the PSA. Notwithstanding the foregoing and in consideration of the time and expense to be expended by Buyer in connection with the preparation of the Purchase & Sale Agreement and Buyer's intent to conduct an Environmental Risk Assessment of the area, Seller agrees that neither Seller or its agents or representatives will show the Property or negotiate for or accept any offers to lease or purchase the Property, or any part thereof, from any party other than Buyer for **Thirty (30) days** following full execution of this Letter of Intent. If a definitive Purchase & Sale Agreement has not been executed by both parties on or before **Thirty (30) days** after the acceptance of this LOI, this LOI shall terminate. Notwithstanding any provision of this LOI to the contrary, this paragraph shall be binding upon Seller upon the execution of this LOI.

16. **Expiration.** This Letter of Intent shall be null and void if not executed by Seller and returned to Buyer by 11:59 P.M. Pacific Daylight Time on **August 31, 2022**. For the purposes of this Section, the Seller may return an executed version of this LOI by electronic mail to Iman Novin at inovin@novindevelopment.com by the deadline set forth above.

NOVIN DEVELOPMENT

SMR DEVELOPMENT

NON-BINDING EFFECT:

This proposal is intended solely and exclusively as a preliminary expression of general intentions. The parties mutually intend that neither shall have any binding contractual obligations to the other with respect to the matters referred to herein unless and until a formal written Purchase Agreement has been prepared with adequate opportunity for review by legal counsel and has been fully executed and delivered by the parties.

Please sign and return a copy prior to expiration date. We look forward to a successful transaction.

Sincerely,

Iman Novin, President
Novin Development Corp.

Shellan Rodriguez, Owner
SMR Development, LLC

ACCEPTED & ACKNOWLEDGED:

By: Devin Middlebrook (Aug 24, 2022 09:13 PDT)

Devin Middlebrook, Board Chair, South Tahoe Redevelopment Successor Agency

Date: Aug 24, 2022

NOVIN DEVELOPMENT

SMR DEVELOPMENT

TEAM BIOS



Shellan M. Rodriguez, CEO and Owner, has a unique set of skills working with public and private sector clients to develop a multi-tiered solution to community-based development and redevelopment. She has nearly twenty years' experience in the private, non-profit, for profit and government sectors of affordable housing development and urban redevelopment. She also brings a breadth of experience working in the diverse communities of Idaho, California, Montana and Hawaii. Shellan has experience working in high-cost, high amenity, resort towns including on the island of Maui and the Tahoe Basin in California, including in the City of South Lake Tahoe. She was the Project Manager of the development of the affordable housing development, The Aspens at South Lake, and has more recently worked on affordable housing developments in Placer County and in Truckee as well as working on actionable housing plans in the City of South Lake and Incline Village. She is a problem solver and an effective project manager, she is skilled with acquisition, entitlement, public housing policy, actionable housing plans and more. Shellan enjoys tackling and solving complex problems. She is able to work solo or team up to take on various sized projects including entitlements of workforce housing developments, housing and redevelopment financing and creating community oriented Actionable Housing Plans. Throughout her career she has held various roles including the management of workforce and affordable multi-family developments in new construction and rehabs using a variety of public and private sources of funds. Shellan likes to work on projects that provide value to the community and her clients. she is a certified PMP and USGBC LEED Green Associate. She is currently on the board of the Boise City/ Ada County Housing Authority and an advisory board member with ULI Idaho.



Mr. Novin has over 16 years of experience in the multifamily development sector and has been involved with the development of over 9,000 multifamily units valued over $3.5B throughout California. Iman founded Novin Development to focus on urban infill, mixed-income, and transit-oriented development projects with a double-bottom line commitment to risk adjusted returns and social / environmental sustainability. Prior to starting Novin Development, Iman worked at MidPen Housing as Director of Acquisitions and at BRIDGE Housing as a Project Manager in both northern and southern California. While at MidPen, Iman lead acquisition efforts across the Bay Area, closing new deals and managing broker and investor relationships. While at BRIDGE, Iman helped secure entitlements and LEED ND certification for MacArthur Transit Village, a 675-unit masterplan community in Oakland among other successful investment and development projects. Prior to BRIDGE, Iman worked in the real estate and planning divisions of Centre City Development Corporation (CCDC, now Civic San Diego) on Public Private Partnership and affordable housing policy initiatives within the Downtown San Diego Redevelopment Project Area, as well as with Keyser Marston Associates (KMA) in their San Diego office. Iman has served as Vice Chair of the Walnut Creek Planning Commission and is currently serving on the Contra Costa County Council on Homelessness, Board of Directors of the Trinity Center, a non-profit homeless service provider, and Board of Director of the Walnut Creek Chamber of Commerce. Iman also enjoys helping shape housing policy at the State level as an elected Delegate in CA Assembly District 16 and member of the CADEM Legislation Committee. Iman holds degrees in both Structural Engineering and Urban Studies and Planning from the University of California, San Diego with honors.

Letter of Intent Novin & SMR Development

Final Audit Report 2022-08-24

Created:	2022-08-23
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWoNyzNF7FvQLv3ffbgT_JE-3ArWip9PB

"Letter of Intent Novin & SMR Development" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-08-23 - 11:29:58 PM GMT- IP address: 128.92.136.146

Document emailed to dmiddlebrook@cityofslt.us for signature
2022-08-23 - 11:31:10 PM GMT

Email viewed by dmiddlebrook@cityofslt.us
2022-08-24 - 4:13:00 PM GMT- IP address: 128.92.134.66

Signer dmiddlebrook@cityofslt.us entered name at signing as Devin Middlebrook
2022-08-24 - 4:13:12 PM GMT- IP address: 128.92.134.66

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-08-24 - 4:13:13 PM GMT - Time Source: server- IP address: 128.92.134.66

Agreement completed.
2022-08-24 - 4:13:13 PM GMT

Adobe Acrobat Sign

Resolution 2023-009

Adopted by the City of South Lake Tahoe Planning Commission

September 21, 2023

Finding the location, purpose and extent of the proposed disposition of two parcels at 3900 and 3908 Lake Tahoe Blvd (APNS 029-170-001 and 029-170-002) to be consistent with the General Plan

BACKGROUND

A. The South Tahoe Redevelopment Successor Agency (**"STRSA"**) is the owner of two infill parcels of undeveloped real property consisting of approximately 1.16 acres in the City of South Lake Tahoe (**"City"**), also known as 3900 and 3908 Lake Tahoe Boulevard (Assessor's Parcel Nos. 029-170-001 and 029-170-002) (**"Property"**); and

B. Pursuant to Government Code section 54222(e) of the Surplus Lands Act, on June 3, 2022, the STRSA provided written notice of availability for the purpose of developing the Property for affordable housing; and

C. Three offers to develop the Property were submitted;

D. The proposed Property buyer, Novin Development Corp., a California corporation (**"Novin"**), proposed developing the Property with a 100% mixed-income affordable housing development project which is proposed to consist of residential units which would be deed restricted to low and/or moderate income households for a period of no less than 55 years, as well as community amenities on the ground floor.

E. On August 23, 2022, the STRSA determined that of the three offers, the proposal from Novin to develop the Property was most aligned with the purpose and requirements of the Surplus Lands Act and directed staff to initiate negotiations with Novin for a purchase and sale agreement for the Property; and

F. The STRSA will consider disposition of and the proposed purchase and sale agreement for the Property at a future meeting; and

G. California Government Code section 65402(a) requires that if a general plan has been adopted, no real property shall be disposed of until the location, purpose, and extent of such disposal has been submitted to and reported upon by the planning agency as to the conformity with said adopted general plan; and

H. The proposed disposition of the Property advances the goals and objectives of the General Plan, and presents no impediments to achieving the goals and objectives of the General Plan; and

I. The disposal of the Property is consistent with the goals, objectives, principles, and policies of the General Plan including the following Policies:

(1) Policy LU-1.2 (Smart Growth), which calls for the creation of a range of housing opportunities and choices, and the provision of a mix of land uses;

(2) Policy LU-1.7 (Live/Work Opportunities), which calls for the City to encourage live/work and work/live opportunities with flexible buildings;

(3) Policy LU-2.10 (Node Development Incentives), which calls for the City, in coordination with the Tahoe Regional Planning Agency, to encourage compact, mixed-use, transit-oriented, and higher-density development within the Stateline Node and Tahoe Valley Gateway District by providing the maximum incentives for these types of projects;

(4) Policy LU-2.12 (Stateline Node Purpose), which calls for the City to ensure that the Stateline Node will be an area in the city for tourist-serving commercial uses, Tourist Accommodation Units, workforce housing (e.g., housing affordable to local workers in all industries), and affordable housing;

(5) Policy LU-2.13 (Social and Economic Centers), which calls for the City to create active and inviting social and economic centers in the two Nodes that include a variety of housing types, mixed-use development, recreational or social gathering spaces, cultural uses, civic uses and facilities, and commercial services;

(6) Policy LU-3.3 (Diverse Housing Choices) which calls for the City to promote a wide range of housing opportunities, both ownership and rental, for all income levels;

(7) Policy LU-4.2 (Infill and Reinvestment Promotion) which calls for the City to promote infill and reinvestment to increase density within walking distance of transit stops;

(8) Policy LU-4.3 (Vacant and Underutilized Site Development) which calls for the City to encourage appropriate development/redevelopment of parcels that are either vacant or underutilized, surrounded by existing urban development, and non-environmentally-sensitive.

The subject parcels are designated with the General Plan land use category of Tourist Center which "provides for a mixture of uses including tourist accommodation, commercial, intensive recreation, high-density residential, and mixed-use residential."

Additionally, the City's Housing Element includes the Property on its Sites Inventory as a potential housing development project site; the disposal of the

Property is consistent with the intention to develop the Property as a housing development project and assists the City in meeting its Regional Housing Needs Allocation (RHNA). Housing Element policies 1-7, 1-8, and 2-3 encourages and supports incentives for a range of housing options with mixed use and high density residential development within walking distance of transit.

Policy LU-5 designates a residential dwelling unit per acre standard of 8-30 du/ac. To the extent the proposed development of the Property would exceed this maximum density, the Planning Commission recommends a revision to the General Plan to accommodate a greater density so as to meet the goals, objectives, principles, and policies of the General Plan. Such a General Plan amendment would come before the Planning Commission for a recommendation to the City Council.

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

1. The Planning Commission hereby finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

2. The proposed Property buyer, Novin, has proposed developing the Property with a 100% mixed-income affordable housing development project which is proposed to consist of residential units which would be deed restricted to low and/or moderate-income households for a period of no less than 55 years, as well as community amenities on the ground floor.

3. On August 23, 2022, the City Council directed staff to negotiate a sale of the Property to Novin, resulting in the proposed purchase and sale agreement.

4. Novin's intended use of the Property is consistent with the City's General Plan.

To the extent the proposed development of the Property would exceed the current maximum allowable density set forth in the General Plan, the Planning Commission's finding of consistency with the General Plan is conditioned on amendment to the General Plan to increase allowable density in accordance with the goals, objectives, principles, and policies of the General Plan.

Adopted by the City of South Lake Tahoe Planning Commission on September 21, 2023 by the following vote:

Yes: Wieczorek, Feiger, Speal
Absent (recused): Roberts
Absent: Howard

Natalia Wieczorek (Oct 10, 2023 10:46 PDT)
Natalia Wieczorek, Chair

Oct 10, 2023
Date

Attest:

Sue Blankenship (Oct 10, 2023 10:18 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 Planning Commission.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:28

Agenda Item: Planning Commission Vacancy

Executive Summary: Commissioner Nick Speal resigned from the Planning Commission on September 27, 2023. Per Resolution 2023-013 City Commissions and Boards, the City Council may fill the vacancy by appointing a member from the Applicant List maintained by the City Clerk. The City Clerk reached out to the five people on the Applicant List for the Planning Commission, asking if they would like to be considered for the position. The City Clerk received a response from Jackson Realo and Doug Williams indicating they would like to be considered for the position. City Council may fill the vacancy from the Applicant List or direct the City Clerk to continue to solicit for applications.

Requested Action / Suggested Motions: Pass a Motion to 1) appoint one applicant from the Applicant List to serve the remaining term (expiring 2/2025) on the Planning Commission; or, 2) provide direction to the City Clerk to continue to recruit for this position.

Responsible Staff Member: Susan Blankenship, City Clerk

Reviewed and Approved By: Heather Stroud, City Attorney

Attachments:

01-Staff Report - Planning Commission Vacancy.docx
02-Resignation from the Planning Commission_Redacted.pdf
03-Open Vacancy on the City of South Lake Tahoe Planning Commission.pdf
04-Notice of Solicitation - Boards and Commission.pdf
05-Res 2023-013 City Commission-Boards- Committees.pdf
06-Realo Application.pdf
07-Williams Application.pdf

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

Meeting Date: November 7, 2023

Title: Planning Commission Vacancy

Location: Citywide

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

Background: Commissioner Speal resigned from the Planning Commission on September 27, 2023 (term expiring 2/2025).

Per Resolution 2023-013 City Commissions and Boards:

“In the event of a vacancy on any Commission or Board, the City Council may appoint from the names remaining on the "Applicant List," and the Appointee selected would serve the remainder of the unexpired term.”

On September 17, 2023, the City Clerk contacted the five people on the Applicant List for the Planning Commission, asking if they would like to be considered for the position. The City Clerk received a response from Jackson Realo and Doug Williams indicating they would like to be considered for the position.

Issue and Discussion: City Council may fill the vacancy from the Applicant List or direct the City Clerk to continue to solicit for applications.

Financial Implications: Costs associated with staff support of the individual commissions/boards have been budgeted for within the department who oversees the commission.

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 filling of vacancies conforms to Resolution 2023-013.

From: Nick Speal
Subject: Resignation from the Planning Commission
Date: Wednesday, September 27, 2023 6:53:27 PM

To the Planning Commission and City Staff,

I am sad to report that I must submit my resignation from the Planning Commission, effective today. I was just appointed to the Tahoe Transportation District's Board of Directors, and unfortunately there is a possibility that the California Attorney General would find the two positions to be incompatible to serve simultaneously. So out of caution, I reluctantly resign.

It was such an honor to serve on the Planning Commission with my fellow commissioners, and to work with staff especially through the Area Plan amendments. I deeply appreciate your patience as I have learned to navigate the City's processes and procedures and tried my best to incrementally make South Lake Tahoe a more affordable and sustainable place to live. I appreciate your ongoing work to that effect.

Planning and Transportation aren't far apart, and I look forward to continued collaboration with you all in this new role. Please feel welcome to contact me at my personal email address: [redacted]

Sincerely,

Nick Speal

This is a verified communication from the City of South Lake Tahoe. If you suspect that this message was not sent from a verified source, contact the City of South Lake Tahoe IT department at it@cityofslt.us

From: Susan Blankenship
Cc: Susan Blankenship
Subject: Open Vacancy on the City of South Lake Tahoe Planning Commission
Date: Thursday, September 28, 2023 1:51:14 PM
Attachments: image001.png

Good afternoon, one of our Planning Commissioners has resigned from the Commission and you are being contacted from our existing Applicant List. City Council will consider filling the vacancy at their October 17 meeting.

Please let me know if you would like to be considered for the position at your earliest convenience.

Those that respond by October 10 will be brought forward to City Council for consideration.

Thank you in advance for your support.

Sincerely,

Susan Blankenship, CMC
City Clerk
City of South Lake Tahoe, CA
o/(530) 542-6005
c/(530) 318-0496
f/(530) 542-7411
sblankenship@cityofslt.us

CITY OF SOUTH LAKE TAHOE

http://www.cityofslt.us

Please note that email correspondence with the City of South Lake Tahoe, along with attachments, may be subject to the California Public Records Act, and therefore may be subject to disclosure unless otherwise exempt.

This is a verified communication from the City of South Lake Tahoe. If you suspect that this message was not sent from a verified source, contact the City of South Lake Tahoe IT department at it@cityofslt.us

City of South Lake Tahoe
Notice of Solicitation of Applications

Planning Commission (two seats, one vacancy)
Building and Housing Board of Appeals (three seats)
Parks & Recreation Commission (three seats)
Arts, Culture, & Tourism Commission (three seats)
Police Advisory Commission (two seats)

NOTICE IS HEREBY GIVEN that the City Council of the City of South Lake Tahoe is soliciting for applications for appointment to the following city commissions/boards:

Planning Commission:
The City Council will be appointing two (2) members to serve two-year terms on the Planning Commission. One vacancy (term expiring 2/2025) will be considered until the position is filled. Applicants must reside within the city limits. The Planning Commission meets monthly assuming there is business to conduct.

Building Board of Appeals:
The City Council will be appointing up to three (3) members to serve a two-year term on the Building and Housing Board of Appeals. Applicants must reside and be domiciled within the Tahoe Basin portion of El Dorado County. The Building and Housing Board of Appeals meets on an as needed basis.

Parks & Recreation Commission:
The City Council will be appointing three (3) members to serve two-year terms on the Parks & Recreation Commission. Applicants must reside within the Tahoe Basin portion of El Dorado County. The Parks & Recreation Commission meets at least quarterly.

Arts, Culture, & Tourism Commission:
The City Council will be appointing two (2) members and one (1) non-voting representative of the Lake Tahoe Visitors Authority or the Lodging Association to serve two-year terms on the Arts, Culture, & Tourism Commission. Applicants must reside within the Tahoe Basin portion of El Dorado County. The Arts, Culture, & Tourism Commission meets at least quarterly.

Police Advisory Commission:
The City Council will be appointing two (2) members to serve two-year terms on the Police Advisory Commission. Applicants must reside within the Tahoe Basin portion of El Dorado County. The Police Advisory Commission meets at least quarterly.

Applications:
Applications may be obtained at City Hall located at 1901 Lisa Maloff Way, South Lake Tahoe, between 8:00 a.m. and 3:00 p.m., Monday through Friday. Applications can also be downloaded from the City's website at www.cityofslt.us, or emailed to interested parties upon request to the City Clerk's Office.

Completed applications must be returned to the City Clerk's Office (email preferred sblankenship@cityofslt.us) no later than 4:00 p.m., on Thursday, December 28, 2023.

The City Council will be making the appointments at a regularly scheduled meeting in January 2024 *(to be announced).*

Planning Commission Vacancy
All qualified applications may be considered to fill this vacancy at an earlier City Council meeting until filled.

For details regarding Duties and Responsibilities of City Boards and Commissions visit the City's City Boards and Commissions webpage.

For questions, please contact Susan Blankenship, City Clerk at 542-6005 or via email at sblankenship@cityofslt.us

Resolution 2023-013

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

City Commissions, Boards, and Committees
(Replacing Resolution 2022-011 and Resolution 2018-111)

BACKGROUND

A. The City of South Lake Tahoe Commissions, Boards, and Committees consist of 1) Airport Land Use Commission; 2) Building and Housing Board of Appeals; 3) Parks and Recreation Commission; 4) Planning Commission; 5) Police Advisory Commission; 6) Arts, Culture and Tourism Commission; and 7) Independent Citizens' Oversight Committee (Measure P).

B. This resolution provides the City Council, City staff and the public information regarding the structure, duties, qualifications and responsibilities of City Commissions, Boards and Committees.

C. This resolution provides the process for the appointment and removal of commissioners and board members and the general policies and procedures of City Commissions, Boards, and Committees.

D. This resolution assists in facilitating the City Commission, Board, and Committee operations and in maximizing public participation.

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

Section 1. Application Process/Appointment Process/Removal:

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

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

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

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

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

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

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

After the appointments have been made, the City Clerk will administer an oath of office to each newly appointed commissioner at their first commission meeting and will provide each commissioner with a copy of the City Commission Handbook which will include this resolution, the City's Code of Ethics and FPPC Financial Disclosure Statements (see Section 4). Those selected, but not present at the Council meeting, will be notified by the City Clerk's Office oftheir appointment.

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

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

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

Section 2. Residency Requirements

The following residency requirements shall apply to members of City Commissions, Boards, and Committees.

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

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

Section 3. Structure Terms of Office and Qualifications

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

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

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

The Independent Citizens' Oversight Committee shall consist of at least five (5) members serving four (4) year terms commencing in February. The Committee shall end upon the completion of the construction of the new recreation complex.

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

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

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

Section 4. Adoption of Rules and Procedures

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

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

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

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

Section 5. Duties and Responsibilities

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

A. Airport Land Use Commission: The City's Planning Commission, when augmented with the Airport Land Use Commission, shall exercise the following responsibilities set forth in the Airport Comprehensive Land Use Plan (CLUP) under the authority of the California. Public Utilities Code, Chapter 4, Article 3.5, as follows:
   1. The adoption of a basic Airport Land Use Commission Policy Plan, as adopted by the ALUC.
   2. The adoption of land use plans for individual airports, as adopted by the South Lake Tahoe ALUC for Lake Tahoe Airport.
   3. The incorporation of the land use compatibility guidelines contained in the CLUP into the general plan and land use regulations by cities and counties with jurisdiction over any geographic area subject to the CLUP.
   4. ALUC review and determination of compatibility of individual development proposals, general plan amendments, and other land use plans and regulations around airports.

B. Building and Housing Board of Appeals: 1) Hear and decide appeals of orders, decisions or determinations made by the Building Official in the application and interpretation of the Building and Housing related codes adopted by the City Council. 2) Hear and decide appeals regarding requirements of the City relating to the use, maintenance and change of occupancy of buildings and structures, including requirements governing alteration, additions, repair, demolition and moving. 3) Hear

and decide appeals relating to new building construction and appeals relating to existing buildings.

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

C. Arts, Culture and Tourism Commission: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) Review proposed policies on Arts, Culture and Tourism programs and report findings. 3) Review proposed public arts projects and make recommendations for appropriation of funds for specific projects.

D. Independent Citizens' Oversight Committee: 1) Act in advisory capacity to the City Council and no express authority or power to act on behalf of the City is hereby delegated. 2) The Committee shall receive and review the independent financial audit of the City Measure P transactions and other City financial reports necessary to review and report on the use of revenue from Measure P and advise the City Council of its findings and make recommendations for the use of funding during the design and construction of the new recreational complex.

E. Parks and Recreation Commission: 1) Advise the City Council concerning proposed policies relating to parks and recreation department operations within the City. 2) Review and recommend capital improvement projects in parks and recreation facilities within the City.

F. Planning Commission: 1) Assist in the preparation, update of and recommendations to the City Council concerning the general plan for the physical development of the City. *2)* Perform those duties set forth in Article 7 of the California Government Code under such conditions as the City Council may from time to time establish. 3) Serve as the Delinquent Refuse Hearing Board.

G. Police Advisory Commission: 1) Review and discuss Police Department policy. 2) Receive, review, and discuss annual police employee personnel complaint statistics including number, nature, and outcomes of complaints. 3) Receive, review, and discuss various transparency related reports on RIPA data, use of force, and other information as directed by the commission and allowable by law. 4) Advise and assist the Police Department on recruitment strategies focusing on local and underrepresented populations. 5) Collaborate on community outreach strategies and local cultural competency training for police employees. 6) Open forum to discuss any other police/community issues.

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

In order to keep the City Council better informed, all City Commissions, Boards, and Committees via their Commission/Board Clerk, shall provide the City Council with copies of all City Commission/Board agendas and minutes. Each City Commission and Board

shall have the opportunity at each City Council meeting, under agenda item City Commission Reports, to provide a brief report on their commission's activities. All City Commissions, Boards, and Committees shall make a formal written report to the City Council annually at the Council's November meeting.

Section 6. Miscellaneous Matters

All members of Commissions, Boards, and Committees shall be unpaid volunteers and not employees of the City. All members of Boards or Commissions shall be subject to the City's Code of Ethics and the City Clerk shall provide a copy of the City Commission Handbook, which includes the Code of Ethics, to each member of a Commission or Board upon their appointment.

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

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

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

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

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

Adopted by the City of South Lake Tahoe City Council on March 14, 2023, by the following vote:
Yes: Bass, Creegan, Friedrich, Robbins and Wallace

Cristi Creegan
Cristi Creegan (Mar 16, 2023 15:37 PDT)

Date: Mar 16, 2023

Cristi Creegan, Mayor

Attest:

Sue Blankenship (Mar 15, 2023 08:39 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

Res 2023-013 City Commission-Boards

Final Audit Report 2023-03-16

Created:	2023-03-14
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy1vMDMm7WpAKxF1Xi_zlG27X04UlylVM

"Res 2023-013 City Commission-Boards" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2023-03-14 - 11:37:13 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-03-14 - 11:39:59 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-03-15 - 3:38:50 PM GMT- IP address: 104.47.65.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-03-15 - 3:39:08 PM GMT - Time Source: server- IP address: 128.92.136.146

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2023-03-15 - 3:39:09 PM GMT

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Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
2023-03-16 - 10:37:35 PM GMT- IP address: 47.25.118.95

Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-03-16 - 10:37:37 PM GMT - Time Source: server- IP address: 47.25.118.95

Agreement completed.
2023-03-16 - 10:37:37 PM GMT

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CITY OF SOUTH LAKE TAHOE

VOLUNTEER **COMMISSION/BOARD MEMBER APPLICATION**

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Jackson	T.	Realo	Planning Commission

RESIDENCE: [redacted]

MAILING ADDR

RESIDENCY: (Please select one)

CITY RESIDENT [✔] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS: [redacted]

EMPLOYER:

Exline & Company, Inc.

EDUCATION/EXPERIENCE:

Education: Bachelor of Arts in Biology from University of Virginia

Experience: Served as the City's CivicSpark Fellow in 2020/2021; Land-Use Planning Consultant from 2021-Present; Extensive knowledge and understanding of the TRPA Code of Ordinances, City Code, and City's Strategic and Climate Action Plans.

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

I currently volunteer on the 100% Renewable Committee, a technical advisory committee to the City of South Lake Tahoe, as well as the Tahoe Climate Change Action Network, a community advocacy non-profit for climate action. I have volunteered for both groups since 2020.

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

In my view, the main role of the Planning Commission is to aid in making recommendations to City Council regarding development regulations and policies in the City's General Plan and to review and provide feedback to City staff on development projects requiring Planning Commission approval. In addition to these primary duties, I hope to help align future development within the City of South Lake Tahoe with the City's ambitious sustainability and climate action goals, including renewable energy generation, EV charging infrastructure, maximized energy efficiency measures, scenic quality, transportation best-practices, and equitable housing development projects. Most importantly though, I hope to provide helpful insight to break down barriers to environmentally-beneficial redevelopment projects based on my experience in the field.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?

YES [✔] NO [ ]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:

As a land-use planning consultant for Exline & Company, Inc., I would need to recuse myself from any projects before the Commission that are represented by Exline & Company.

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✔] NO [ ]

CERTIFICATE OF APPLICANT:

I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

[redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

Jackson Taylor Realo

South Lake Tahoe, CA 96150 | [redacted]

December 21, 2022

Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150

Dear Ms. Blankenship:

I am writing to express my interest in one of the upcoming positions on the Planning Commission with the City of South Lake Tahoe.

I graduated in 2016 from the University of Virginia with a Bachelor of Arts degree in Biology. My path following the completion of my degree was unconventional. Unsure of pursuing a career in medicine, I moved to Ketchum, Idaho where I lived and worked for the next three years. Living in a small mountain community, I began to better grasp the challenges and pressures surrounding mountain towns. Upon moving to South Lake Tahoe in 2019, I was determined to become more involved in grassroots climate action efforts, which ultimately led me to join the North Tahoe Chapter of Citizen's Climate Lobby, where I help advocate for federal policy to place a price on carbon in the form of a carbon fee and dividend.

In September 2020, I began my position as a CivicSpark Climate Fellow with the Sierra Nevada Alliance and the City of South Lake Tahoe. As a CivicSpark Fellow, I was responsible for building capacity for the City of South Lake Tahoe to accomplish climate mitigation and adaptation measures. This work initially entailed incorporating stakeholder feedback and finalizing the City's *Climate Action Plan* (CAP) and bringing it to City Council where it received unanimous approval. The remainder of my service year was spent implementing policies and programs identified in the CAP. I also became a member of the City's 100% Renewable Committee, which focuses on providing policy recommendations to the City to help accomplish our ambitious greenhouse gas emission reductions and renewable energy goals. Additionally, I volunteer with the Tahoe Climate Change Action Network (TCCAN), a grassroots advocacy group here in South Lake Tahoe, helping build political and social will to take action on climate. I am currently playing a pivotal role in developing TCCAN into a 501(c)(3) non-profit organization, with the ultimate objective of securing grant funding on the state and federal level for renewable energy generation and storage projects based in climate justice and equity.

Beginning in April 2021, I transitioned to working at Exline & Company, Inc., a regional land-use planning firm based out of South Lake Tahoe, where I guide property owners through the unique complexities of the regulatory environment in the Tahoe Basin. In my time here, I have become

intimately familiar with the TRPA *Code of Ordinances* and the regulatory frameworks for many local jurisdictions, including the City of South Lake Tahoe. I work to bring projects from inception to permitting approval, ranging from large, mixed-use redevelopment projects in Town Centers to single family residential projects around the Basin. My collective experiences as a land-use planner and previously as a CivicSpark Climate Fellow with the City have given me invaluable insight into the competing challenges and pressures the community and City of South Lake Tahoe face.

As demonstrated in my volunteer work, I am ardently committed to environmental preservation and addressing climate change. From this perspective, I understand the need for a nuanced regulatory environment to ensure smart growth and redevelopment projects. Through my position as a land-use planner, I also understand how the same regulatory environment thwarts environmentally- and economically-beneficial redevelopment efforts, while providing almost no incentives for sustainable development practices, such as renewable energy generation and storage facilities, multi-modal transportation connectivity, exceeding building code standards for energy efficiency measures, and the like. If appointed to the Planning Commission, it would be my primary objective to ensure that projects align with the City's goals, including but not limited to affordable housing, sustainability, maintaining scenic quality, and transportation best-practices, while also meeting all regulatory requirements.

I believe I am an ideal candidate for one of the available Planning Commission positions, as I possess a practiced perspective of our community's goals and objectives and the regulatory framework utilized in the City of South Lake Tahoe, enabling me to effectively guide future development projects that move the community closer to its ultimate vision.

Thank you sincerely for your time and consideration. If you have any questions, I would be happy to discuss my experience and qualifications with you further. I look forward to hearing from the City of South Lake Tahoe.

Best Regards,

Jackson Realo

CITY OF SOUTH LAKE TAHOE
VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
Douglas	H	Williams	Planning Commission

RESIDENCE: STREET ADDRESS CITY STATE ZIP CODE

[redacted]

RESIDENCY: (Please select one)
CITY RESIDENT [✓] EL DORADO COUNTY RESIDENT [ ] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE: BUSINESS: EMAIL ADDRESS:

[redacted]

EMPLOYER:
Self

EDUCATION/EXPERIENCE:

2 years college, RE Broker, Insurance Broker

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:

I am on the following boards, Christmas Cheer, SLTLA, SLT TID, SLT Planning Commmission

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?

To approve projects that meet the city's general plan and make recommendations to city council on issues that may come up that fall under the planning commissions purview

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [✓] NO [ ]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
none

If appointed to the Airport Land Use Commission, Planning Commission, Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Committee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [✓] NO [ ]

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or

[redacted]

Please note that the information provided on this application, including address, phone number and email address will become a matter of public record.

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Susan Blankenship - City Clerk
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150-6324
PH: (530) 542-6005
sblankenship@cityofslt.us

RECEIVED
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City of South Lake Tahoe
Office of the City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:29

Agenda Item: South Lake Tahoe Tourism Improvement District Annual Report for Fiscal Year 2022-2023

Executive Summary: City Council will receive the FY 2022-2023 Annual Report of the South Lake Tahoe Tourism Improvement District (SLTTID). The authorization for the SLTTID requires the TID to prepare and submit to the City an annual report of activities, a budget summary, and a financial statement. The SLTTID currently levies a nightly assessment of $4.00 (hotels and motels) and $5.50 (other lodging options) on lodging businesses in South Lake Tahoe based on the renewal of the SLTTID in December 2019 for a ten-year term. These funds are used for community marketing and tourism promotion. The proposed FY 2023-2024 budget is $3,114,203 and the funds are administered by the Lake Tahoe Visitors Authority.

Requested Action / Suggested Motions: Receive the FY 2022-2023 Annual Report of the South Lake Tahoe Tourism Improvement District.

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

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

Attachments:

01-Staff Report - SLT TID Annual Report.docx
02-Annual Report.pdf
03-2023 SLTTID Annual Audit Report DRAFT.pdf
04-Reso No. 2019-059 SLTTID.pdf

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

Meeting Date: November 7, 2023

Title: South Lake Tahoe Tourism Improvement District Fiscal Year 2022-2023 Annual Report

Location: Citywide

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

Background: In accordance with the Property and Business Improvement District Law of 1994, Resolution No. 2006-52 was adopted by the City Council on September 5, 2006. The Resolution established the South Lake Tahoe Tourism Improvement District (SLTTID) and authorized levying an assessment on lodging businesses to provide a mechanism for stable funding of community marketing and tourism promotion. On December 8, 2009 Resolution No. 2009-103 was adopted by the City Council which renewed the SLTTID for a period of ten years and increased the nightly assessment amount. On August 6, 2019 Resolution No. 2019-059 was adopted by the City Council renewing the SLTTID for another ten-year term commencing on December 18, 2019 and expiring on December 17, 2029, conditional upon the Lake Tahoe Visitors Authority (LTVA) amending its bylaws within two years to add a City of South Lake Tahoe City Council representative to the LTVA Board. Subsequently, LTVA amended its bylaws to add that effective January 2021, the at-large Director from California be replaced by one at-large Director "either employed by the City of South Lake Tahoe or a member of the South Lake Tahoe City Council." Currently, Council Member Bass serves as a City of South Lake Tahoe City Council representative to the LTVA Board.

On May 17, 2022, City Council adopted Resolution No. 2022-061 to modify the SLTTID Management District Plan at SLTTID's request, to increase the number of Directors on its Board of Directors from five to nine, consistent with SLTTID bylaw amendments.

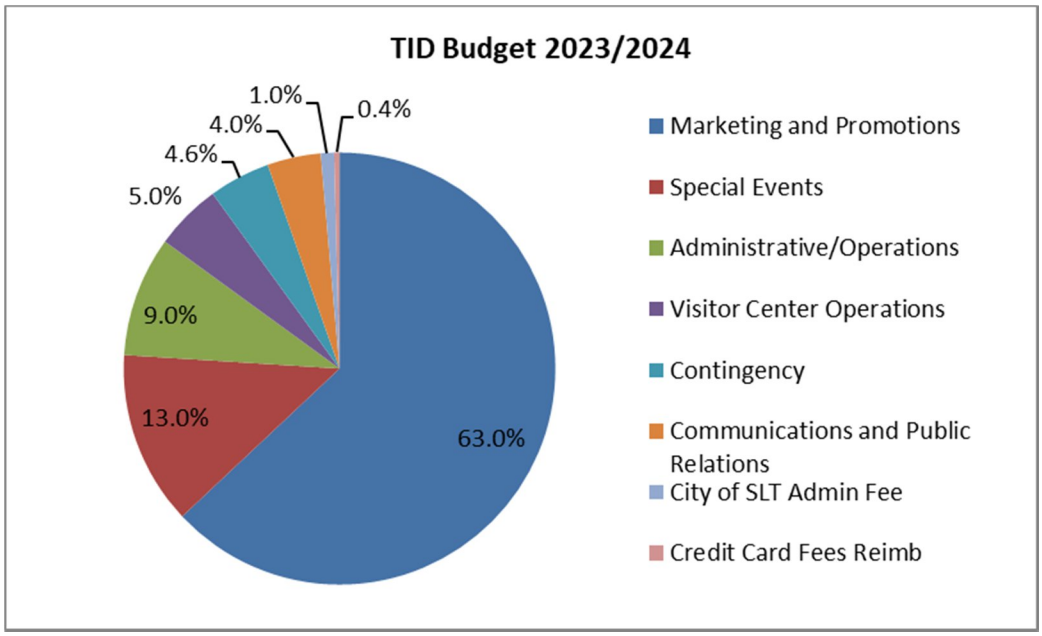
Issue and Discussion: The SLTTID Management District Plan states that the City shall be responsible for the collection of assessments. After the monthly collections, accounting, and reconciliation, the funds are passed through to the TID less a 1% administrative fee. The agreement also requires the TID to prepare and submit to the City an annual report of activities, a budget summary, and a financial statement. All required items are enclosed for review and approval by the City Council. The attached financial statement is in draft format, and the final version will be filed with the City Clerk when it becomes available.

Annual assessments: Lodging businesses in the city of South Lake Tahoe included in the District are subject to an assessment. The current assessment rates are $4.00 per paid occupied room night on hotels and motels, and $5.50 per paid occupied room night on timeshares, condos, duplexes, triplexes, and vacation homes under management contracts. The assessment began on November 1, 2006. In 2019, the SLTTID was renewed for a ten

year term expiring on December 17, 2029. An optional increase of one dollar starting in the fifth year of the current contract (2023-24) is outlined in the Management District Plan. This optional increase will be evaluated at the November 2023 SLTTID Board of Directors meeting. There are no changes to the boundaries or areas of benefit in the District. The method of assessment remains the same as in previous years.

Revenues: The TID Board has budgeted $3,114,203 in 2024, which is a 1.0% increase over the Fiscal Year 2023 budget. The TID revenue budgeted in fiscal year 2023 was $3,083,370. Actual collections in fiscal year 2022 totaled $3,081,703. The City of South Lake Tahoe receives a 1% administrative fee for collection of the monthly assessment, distribution of funds to the TID, and other financial support services. Additionally, in fiscal year 2023 the District will reimburse the City for credit card fees incurred in fiscal 2021/22 in the amount of $20,223.01.

Expenses: The largest expense of the TID is for Marketing and Promotions; along with Special Events, their total comprises 76.0% of the TID budget. Administrative expenses include office rent, insurance, utilities, supplies, and administration payroll, representing 9.0% of the budget. The Visitor Center represents 5.0% of the budget, while Communications and Public Relations represent 4.0% of the budget. The remaining budget includes a 4.6% contingency fund, a 1.0% administrative fee to the City of South Lake Tahoe and 0.4% in credit card fees reimbursement to the City. There is no expected surplus or deficit.



Financial Implications: Included in the TID 2022-2023 Annual Report is the fiscal year 2023-2024 budget, which includes General Fund revenue in the amount of $31,142 as well as $12,457 in reimbursement for credit card fees.

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: Consistent with City’s Financial Policies and requirements of Streets and Highways Code Section 36650.

Attachment 1

SOUTH LAKE TAHOE
TOURISM IMPROVEMENT DISTRICT

FISCAL YEAR 2022
ANNUAL REPORT
October 1, 2022 – September 30, 2023
AND
FISCAL YEAR 2024 SLTTID BUDGET

Summary of the Management District Plan

The South Lake Tahoe Tourism Improvement District (SLTTID) provides for the provision of tourism promotions and marketing for South Lake Tahoe. The district is composed of lodging businesses located within the incorporated city of South Lake Tahoe and includes hotels/motels and vacation rentals. Services provided by the SLTTID include Marketing and Promotions programs and activities designed to market the South Shore of Lake Tahoe as a unique, year-round destination to the global marketplace and to favorably impact the South Shore economy through overnight stays and tourism spending.

The South Lake Tahoe Tourism Improvement District was incorporated in November 2006, was renewed on November 1, 2009 for a 10-year term, and renewed again on December 17, 2019 with an annual budget anticipated of $2,705,000. Annual assessment rates are based upon a flat rate of $3.00 per paid occupied room per night on hotels and motels and $4.50 per paid occupied unit per night on timeshares, condos, triplexes, duplexes and homes under management contracts. The present SLTTID assessment district continues to be in effect for ten years and in Year 2, beginning December 17, 2020, the annual assessment rates increased to $4.00 per paid occupied room night on hotels and motels, and $5.50 per paid occupied unit per night on timeshares, condos, triplexes, duplexes and homes under management contracts. An optional additional increase of $1.00 in year 5 is outlined in the Management District Plan, to be approved at the discretion of the District board.

The SLTTID has created a website with information for all district members. The site address is www.southtahoetourism.com, and includes the below information:

1. District Plan documents
2. District By-Laws
3. Listing of lodging properties in the assessment district
4. Annual District Plan reports, news and events
5. Agenda and minutes from all meetings
6. SLTTID current year budget

I. Changes in District Boundaries

The South Lake Tahoe Tourism Improvement District had no changes in the district boundaries or benefit zones for the 2023 fiscal year.

II. Improvements and Activities Provided

The South Lake Tahoe Tourism Improvement District (SLTTID) is comprised of all lodging properties in the City of South Lake Tahoe. The SLTTID utilizes the professional marketing services of the Lake Tahoe Visitors Authority (LTVA) to promote the South Shore of Lake Tahoe. LTVA is chartered with promoting South Shore, Lake Tahoe and achieving a measurable impact on tourism numbers in the region. The mission of the LTVA is the marketing the South Shore as a unique, world-class year-round resort destination for the economic benefit and quality of life for the area. The SLTTID and the South Lake Tahoe Lodging Community is represented through two (2) board seats on the Lake Tahoe Visitors Authority Board of Directors. The SLTTID also maintains representation on the LTVA's Marketing Advisory Committee with two additional committee seats. Additionally, the SLTTID updated its bylaws in 2022 to increase the number of board members to 9 members (previously 5) to allow for greater representation from different types/sizes of properties.

MARKETING AND PROMOTIONS RECAP

The South Lake Tahoe Tourism Improvement District (SLTTID) utilizes the services of the LTVA for its marketing and promotions activities. A recap of the past year will provide a basis for activities that will be continued and expanded during the following year. As we realize momentum with a FY23 tourism campaign funded in excess of $1.5 million, promotional activities and events can be further developed and honed for maximum success.

Note: In this report FY23 refers to the LTVA's fiscal year of July 2022 to June 2023.

Marketing

In addition to the internal staff marketing team, the LTVA retains professional services for Integrated Marketing Services and also Website Services. Reno-based Noble Studios has held the Website Services contract for over 11 years and successfully won the Integrated Marketing Services contract starting July 2021. There are many synergies in having the same agency holding both contracts as the services provided complement each other and support LTVA's integrated marketing approach. Integrated Marketing Services includes creative design plus media planning and buying.

- Net media spend for FY23 was $1.5 million
- Net paid search spend for FY23 was $240,000
- Combined media and search budget for FY22 was $1.74 million

In FY23 the LTVA continued the "always on" approach to advertising which began in July 2021. This means 24/7, 365 days per year rather than seasonal campaigns as in past years.

Paid Media

Noble Studios and the Lake Tahoe Visitors Authority have maintained a strong and successful partnership. During FY23, the focus revolved around the seamless integration of the fresh Visit Lake Tahoe brand campaign "Awe and then Some" into all creative assets, a comprehensive website redesign, and a diverse range of branded merchandise.

The designated market areas (DMAs) where LTVA's advertising was placed included:

- San Francisco
- Sacramento
- Los Angeles
- Phoenix
- Las Vegas

- Dallas
- Seattle/Portland

Target audiences were:

- Entertainment Seekers
- Outdoor Enthusiasts
- Families
- Affluent Adventurers
- Sustainable Traveler

The advertising channels used were:

- Display/Discovery
- Video
- Paid Social
- Email
- Advanced TV
- Audio
- Multi-Channel Publishers

Paid Media Performance FY23

- 192 million Paid Media Impressions
- 555,8000 Paid Media Sessions
- +148% Partner Referrals, Year over Year

Paid Search:

- 1,692,812 impressions
- 300,912 clicks
- 17.78% CTR
- 579,601 sessions

Display/Discovery

- 74,442,717 impressions
- 581,341 clicks

- 0.70% CTR for Display/4.24% for Discovery
- 153,462 sessions

Video

- 19,118,448 impressions
- 19,936 clicks
- 0.10% CTR
- 8,584 sessions

Paid Social

- 63,769,324 impressions
- 691,232 clicks
- 1.08% CTR
- 302,052 sessions

Conde Nast Email

- 33,040 sessions

Sunset

- 413,371 emails
- 274,351 impressions
- 2,143 clicks
- 47.15% open rate
- 1,632 sessions

Outside

- 710,889 impressions
- 664 sessions

Digilant

- 5,670,034 impressions
- 26,148 sessions

Connected TV

- 1,943,589 impressions
- 642 sessions

eTarget

- 703,194 emails
- 24.7% open rate

- 2.3% CTR
- 5,180 sessions

OOH

- 14,055,556 impressions
- 1,413 sessions mobile retargeting

Audio/Podcasts

- 6,927,320 impressions
- 117 sessions

Paid Search

During FY23 LTVA spent $240,000 on paid search initiatives. The CTR was 17.78%, far outperforming the industry benchmark of 9.19%. The total conversions for the fiscal year were 72,873. The highest converting campaign, with the best conversion rate, was Accommodations, followed by Special Offers.

Paid Search Performance FY23

- 192 million Paid Search Impressions
- 1.2% Paid Search Conversion Rate

Branding

With the appointment of a new Integrated Marketing Services agency, LTVA embarked on an extensive brand health exercise which included resident, stakeholder, and visitor surveys and interviews. The process informed the LTVA's renewed vision, position, promise, personality, principles, and purpose.

In June 2022 the LTVA rebranded from Tahoe South to Visit Lake Tahoe and launched the new visitlaketahoe.com website. The Visit Lake Tahoe brand is in line with the future of the organization as an advocate for South Shore visitation and businesses with a commitment to stewardship while protecting this awe-inspiring destination.

Strategic Planning

Following the rebranding process, the LTVA conducted a series of strategic planning workshops. The series included six different workshops held from June 2022 through April 2023, and will guide the LTVA's strategy moving forward. The workshops were facilitated by

Strategic Marketing Group and Noble Studios and attendees represented LTVA's Board of Directors and Marketing Committee, TDVA's Board of Directors and the SLTTID Board of Directors.

Research & Data

LTVA conducted a new calendar year 2022 TravelTrekAmerica Domestic Visitor Profile - a quantitative research project in collaboration with the Omnitrak Group. The study focuses on various aspects of a visitor's experience and characteristics, including demographics, where they are coming from, the type of visitors they are, their behaviors while visiting, how they plan their trips, specific travel-related characteristics, and the primary activities they engage in while at the destination. One important aspect to note is that the information gathered for this qualitative study is obtained through in-person interviews rather than data analysis. This approach provides a deep understanding of visitor motivations, preferences, and behaviors that might not be captured by quantitative data alone.

In FY23 LTVA made a strategic decision by renewing its subscription to Zartico, the platform known as the 'destination operating system' or DOS. Zartico offers a comprehensive approach to understanding and managing the visitor economy by combining both artistic and scientific elements. The Zartico platform focuses on providing actionable insights and intelligence to support LTVA's decision-making processes. The DOS features include intelligence and analytics, data visualization, context and strategic input, real-time decision support, data integration, and promotion of economic vitality. Overall, Zartico is a sophisticated tool for managing the complexities of the visitor economy in Lake Tahoe. Its ability to combine various data sources, provide actionable insights, and support real-time decision-making contributes to the success and growth of the destination's tourism industry.

Social Media

In FY23, the LTVA experienced pivotal shifts in its communications team, including the departure of the Communications Manager and the introduction of the new Content & Digital Marketing Specialist. This transition streamlined the social media strategies, including the incorporation of sustainability messages such as the "Take Care Tahoe'' initiatives. During the historic 2022-23 winter season LTVA effectively disseminated destination updates via social media platforms, urging visitors to stay informed on road conditions and weather forecasts. This dedication to understanding the digital landscape, combined with a proactive approach to ever-changing algorithm trends, has been fruitful, as seen in the boosted social media metrics. A testament to the LTVA's innovative efforts is the launch of their TikTok channel.

LTVA's social media following has grown to:

- Instagram → 74,500
- Facebook → 154,500
- Twitter (X) → 14,500

Consumer eNewsletter
The LTVA monthly consumer eNewsletter promotes events, entertainment, news, and special offers and is distributed to approximately 36,000 opt-in subscribers. This newsletter has an average open rate of 45%, which is higher than the travel industry benchmark of 39%.

Consumer Website: VisitLakeTahoe.com
Website content creation and associated asset acquisition remain in-house and are managed by LTVA staff. High-quality content is foundational to the website's success and LTVA has valuable team members to achieve this goal.

The consumer website saw an overall decrease in organic and overall website traffic, in part due to sentiment shifting as well as domain change in June of 2022. We saw an overall increase in conversions and partner referrals. Noble Studios administered paid media for FY23, which allowed for an integrated marketing strategy allowing the LTVA to coordinate both paid and organic initiatives.

FY23 highlights include:

- 2.4 million unique visitors, and 3 million total website visits
- 127,590 lodging partner referrals
- 3,700 E-news sign ups
- 69% mobile device usage
- The top 5 most popular pages, besides the home page, were Webcams, Things to do, Campaign landing page Awesome

  Adventurer, Cabin Rentals, and Events
- The top 5 source locations were Los Angeles, San Jose, San Francisco, and Sacramento

Website Organic Performance FY23

- 51 million Organic Impressions
- 1.5 m Organic Sessions
- +6% Organic Ranked Keywords, Year over Year

Trip Planning App

The LTVA trip planning app is a valuable tool for visitors to explore what the destination has to offer, including lodging, restaurants, events, activities, and shopping. In the past year:

- 100,000 users
- Over 12,000 app store downloads
- Top five most viewed, Heavenly Gondola, Epic Discovery at Heavenly, Heavenly Village, Tahoe Cruise and M.S. Dixie II.

Business-to-Business Website: LTVA.org

This website is a business-to-business/industry resource and information site. The top five most popular pages, besides the home page, were American Century Celebrity Golf Future Dates, Lake Link Transportation, COVID-19/Destination Update, Contact us, and Data Statistics. LTVA.org also allows constituents to access valuable reported data and trending reports. In FY23 the site was rebranded to take on the Visit Lake Tahoe brand, and navigation was improved to be more intuitive for users.

Marketing to Weddings

The U.S. Destination Wedding market is worth over $16 billion, bringing lodging, ancillary wedding businesses, recreation, and dining revenue to destinations across the country. Since the wedding industry represents an expansive and ever-changing niche target market, and as digital advertising costs increase, the LTVA's plan is developed to:

- Showcase Visit Lake Tahoe as a wedding destination
- Increase lodging and auxiliary business revenue
- Increase our share of this extensive industry

The media plan is digital and includes search, display, social, retargeting, content, and online wedding platforms (Wedding Wire & The Knot). The focus is on the December-March engagement season, with continued annual exposure on all platforms. The defined target is

newly engaged couples in Northern California and Northern Nevada.

LTVA's FY23 wedding marketing resulted in 784 direct leads, 3,239 individual leads through WeddingWire/TheKnot, 38,314 Website Users, 7,606 partner referrals, and 13,940 blog pageviews.

SALES

Leisure Sales

The LTVA is dedicated to amplifying the destination's visibility and representation through partnerships with 3rd party travel product vendors. These efforts are geared towards aiding all accommodations within the area by creating new leads and avenues for business growth. The LTVA's strategies involve:

Trade Shows and Sales Missions: The LTVA actively promotes the destination by attending and showcasing at domestic and international trade shows, industry events, and sales missions. It also collaborates directly with major travel partners, including key tour operators and wholesalers, for direct-to-consumer marketing. In FY23 LTVA staff participated in ten destination-specific sales missions and travel industry trade shows, both in-person and virtual. These engagements involved over 400 individual meetings with travel professionals to incorporate the destination into their offerings.

International Presence: For FY23, the LTVA established and maintained representative offices in five international markets: Australia, the UK & Ireland, India, Germany, and China (limited presence). Via the High Sierra Visitors Council membership, there is also representation in France. The primary duties of these offices encompass product audit, development, agent training, and media inclusion.

Strategic Alliances: The LTVA works in collaboration with both state tourism offices – Visit California and Travel Nevada – and the national tourism office, Brand USA. These affiliations allow the LTVA to tap into their global representative offices and networks.

Familiarization (FAM) Tours: The LTVA organized ten FAM tours in FY23. These tours were strategically designed to showcase the destination across all seasons, targeting diverse traveler preferences.

Cooperative Marketing: Throughout the year the LTVA collaborated on several marketing initiatives, domestically and internationally. Partnerships with Expedia, Hotelbeds, Brand USA, and Visit California were particularly notable. With the participation of seven lodging properties, these cooperative efforts generated a strong $2.2 million in lodging revenue for the South Shore.

Through proactive representation, collaborations, and strategic marketing initiatives, the LTVA has successfully positioned the destination as a desirable choice among domestic and international travelers and industry professionals.

Meeting & Convention Sales

The LTVA promotes Lake Tahoe's South Shore as a destination for meetings, conferences, corporate retreats, and other group gatherings, and assists potential clients in identifying appropriate venues and contacts. In FY23, staff attended 14 Meetings, Incentives, Conferences & Exhibitions (MICE) related trade shows, conducting over 430 one-to-one appointments across multiple verticals and regions. These sales initiatives support local meetings properties and the Tahoe Blue Event Center, slated to open in September 2023. The shows attended include CalSAE Seasonal Spectacular & ELEVATE, Sports Relationship Conference, MPI WEC, Connect Sports and Marketplace, Small Market Meetings, Smart Meetings West, Northstar Travel Destination California, Destination West, IPEC & TEAMS, HPN Partner Conference, ConferenceDirect APM and HelmsBriscoe Partner Conference.

LTVA retains the service of Digital Edge, a professional meetings-related marketing agency. In FY23, Digital Edge developed a new marketing campaign and landing page that created awareness for the new Visit Lake Tahoe brand and the destination as a meetings option featuring boutique hotels, casino resorts, mountain retreats, and flexible meeting space.

A similar campaign was launched to create awareness for the new Tahoe Blue Event Center and build towards a plan to generate leads to successfully open with a base of meetings and event business. Another goal was to continue to invest in familiarizing meeting planners with the destination through FAMs (familiarization tours) so they get a close-up, hands-on knowledge of the product and how it would work for their groups, and can learn more about the new event facility, the destination attributes, and experiences available for attendees, as well as gauge their input via the perception study component.

These campaigns and FAMs focused on growing meeting verticals like incentive meetings, small regional trainings, state associations and sports planners through Content Marketing, Content Development, Email Marketing and Social Distribution.

Digital media delivered:

- 3.8 million Paid Media Impressions
- 8 pieces of new content obtaining 2,081 page views
- 16 meeting emails were deployed from July 22 to June 23
    - Total sends: 36,154
    - Opens: 10,653
    - Open Rate Avg: 29.20% Clicks: 1,646
- 6 sports emails were deployed from July 22 to June 23
    - Total sends: 6,649
    - Opens: 1,884
    - Open Rate Avg: 28.33%
    - Clicks: 173

Other FY23 program highlights compared to FY22 included:

- LinkedIn Campaigns
    - Drove 91% more impressions
    - 155% more clicks
    - Stronger CTR vs LY (0.80% vs 0.60%)

- Meta (FB & IG) Campaigns
    - Reached 20% more people,
    - Drove 28% more impressions
    - 34% more click throughs to landing pages
    - Improved CTR (0.85% vs 0.81%)

- StackAdapt DSP campaign maintained overall CTR above industry benchmarks (0.26%) after the transition from Google Ads.

Over the past year the LTVA has grown its database of qualified meeting planning professionals by 48%, to over 3,800.

Other new initiatives included developing destination partnerships and attending annual conferences with the leading third-party meeting planner organizations: HPN Global, Conference Direct, and HelmsBriscoe. LTVA has continued to develop and enhance the meeting and sports planner section on visitlaketahoe.com alongside branded and informative sales sheets and a continually updated eBook. Strategic efforts have been concentrated on the youth sports market

to bring their events to the destination in light of the opening of the new Tahoe Blue Event Center and the building of the City of South Lake Tahoe Recreation and Aquatics Center.

Meeting Planner Familiarization (FAM) Tour

Visit Lake Tahoe staff coordinated a FAM tour in June 2023, hosting nine highly qualified and vetted meeting planners from top target markets. This important group experienced first-hand what South Lake Tahoe has to offer for association, corporate, and incentive meetings. The three-day itinerary included an Event Center hard-hat tour, lodging site tours, and participation in group activities, providing insights into the area's diverse lodging and meeting options. Guided by LTVA's Senior Director of Marketing & Business Development, Stuart Maas, and Sales Services Coordinator, Cameron Wiebe, the familiarization tour received additional support from OVG360 Sales Manager, Aline Thibodeaux, and representatives from Digital Edge (LTVA's Meetings Marketing Agency of Record), who provided administrative assistance and captured multimedia assets for future marketing endeavors.

EVENTS

Heavenly Holidays - December 2022

The SLTTID and LTVA continued their investment in the month-long Heavenly Holidays event. Despite epic snow conditions Dreu Murin Productions was able to execute the New Year's Eve event, including fireworks. The headliner act, The Gin Blossoms, chose not to perform due to the weather conditions, but the evening still saw 500-800 people (NYE event in 2021 had approximately 4,000 people). Overall the Heavenly Holidays activities were a success and will return in 2023.

American Century Championship (ACC) - July 2023

The greatest tournament in its 34 years! Major ROI from numerous perspectives: exposure/publicity, visitation, destination reputation reinforcement and messaging. As the American Century Championship has grown in brand prominence, the publicity, social media and onsite media relations effort has become a 360-degree tour de force.

Sophisticated use of technology, cooperation of celebrity talent, expanded staffing and strategic media marketplace knowledge combined to deliver the strongest ever array of major placements and overall impressions.

Social media and digital platforms and the massive expansion of outlets reliant on famous names and prominent personalities to drive clicks and engagement works to the advantage of the tournament and the amount of coverage has increased commensurately.

- Total viewership audience/impressions: 14.3 billion
- 6,601 total stories (online, radio and broadcast)
- Publicity value $251 million
- Record media interest nationally

Television ratings for the tournament on NBC Sports delivered the largest Sunday audience for the event since 2004 across NBC, GOLF Channel and Peacock, peaking at 2.6 million views in the last 15 minutes of the broadcast. The gallery of 76,810 also established a new high for attendance at Edgewood Tahoe. Donations to local nonprofits include $121,250.

ACC Social

Golf Channel, NBC Sports, Sunday Night Football on NBC, American Century, and WPR worked collaboratively to share content with partners to provide retrospectives on the tournament. Each team created original content that was distributed via tournament channels.

Total Growth

Facebook likes/followers:

- Total: 12,650 o Increase: 25.2%

Instagram:

- Total: 37,102 o Increase: 38.3%

Fun tidbit: Reached 577k accounts (552k are non-followers; last year was 126k)

Twitter:

- Total: 10,817 o Increase: 21.2%

Total Impressions:

Facebook:

- 2023: 274,100

Twitter:

- 2023: 350k impressions; 499k profile visits

Instagram:

- 2023 Posts June 18 - July 17: 4,306,471 o Increase: 48%
- 2023 Stories: 4,827 - 13,507 views per story

Instagram Reels Views

- 2023: 124 - 292k

Instagram Reels Reach

- 2023: 355k o Increase: 200%

Instagram Reels Collaborations

- 2023: NBC Sports, Golf Channel, Sunday Night Football total views is 5,297,600

Valhalla Tahoe - Lake Tahoe Art, Music and Theatre Festival

The SLTTID supported Valhalla with a contribution of marketing funds for their summer 2023 event series.

PUBLIC RELATIONS

The LTVA retains the services of Weidinger Public Relations (WPR) for domestic and international media relations. The PR strategy is aimed at supporting the LTVA in reaching consumers through media channels, including top publications, broadcast and social media.

Goals/Objectives:

- Obtain media coverage in 5-10% of top 150 media outlets as defined by LTVA and WPR, reinforce key messages, talking points and the brand within a 12-month period.
- Produce an earned media value of 15-20:1 the PR investment within a 12-month period.
- Reinforce Tahoe's reputation as a leading year-round destination. Protect Lake Tahoe's interests with accurate information for any necessary clarification to scenario at hand and provide positive messaging as appropriate to reinforce consumer confidence, health assurance, safety, and peace of mind.

FY23 Results:

- Exposure in 22%+ of top 150 desirable outlets including MSN, Yahoo, Conde Nast, T+L, LA Times, SKI Magazine, San Francisco Chronicle, SFGate, San Jose Mercury News, Marin Independent Journal, etc.: reinforced key messages, talking points and brand.
- Circulation, Viewership, Listenership: 1.2 billion; Total publicity value: 20 million; editorial value of 238:1.
- Hosted digital influencers which generated 81 pieces of content, with an audience of 8.7 million (combined total of publication wide audience figures), 734k views (prediction of lifetime views based 29k engagements (combined total of likes, comments and shares on social). WPR utilizes a third-party platform, Coverage Book, to track.

Events Center PR
Media alerts and press releases were serviced on construction progress and road impacts throughout the fall and winter. WPR met and worked with the OVG team and Tahoe Blue communications team to coordinate the center's name reveal. WPR executed media invites to regional media, secured a videographer and sent out a post event release with B-roll to secure coverage in regional markets.

WPR worked with NHL star Joe Pavelski during the 2023 American Century Championship to promote the opening of the Tahoe Blue Event Center. Pavelski's segment, and an overview of the center, aired Friday on the Golf Channel and Sunday on NBC. Television ratings for the tournament on NBC Sports delivered the largest Sunday audience for the event since 2004 across NBC, GOLF Channel and Peacock.

International Media

International visits and FAM tours are slowly returning post-COVID. Provided partners "what's new" roundups and other relevant press releases for distribution to their media contacts. Worked closely with representatives of international offices to coordinate with freelance writers as well as collaborate on market intelligence, research and trends. As a result of pitching/follow-up efforts from the Brand USA European Travel Week, Dominique Chouvet, RoadTrippin, France visited in March for a winter focus to showcase all three South Lake Tahoe ski resorts. Christophe Boulain with Followed Magazine was part of a co-op effort with High Sierra Visitors Council and visited in May to reinforce spring/summer recreation.

Operation Sierra Storm – January 2023
This media conference, sponsored by the LTVA and executed by Weidinger PR, attracts meteorologists from across the country, providing educational and destination content for the attendees. The live shots and stories broadcast in numerous major markets provide a unique opportunity to showcase the winter product.

Total Audience: 3 million, 153 total clips: broadcast, radio and online, social media coverage. Live and taped shots from major drive and air service markets: The Weather Channel, stations in Atlanta, Cleveland, Denver, Houston, Minnesota, Nashville, Orlando, Sacramento, San Francisco, Santa Barbara, West-Central Pennsylvania, Charlotte, and Reno.

VISITOR INFORMATION SERVICES

The LTVA operates the Explore Tahoe Visitor Center in the Heavenly Village. This location is open daily, year-round, and is staffed by a team of Visitor Information Specialists - all of whom are long-time Tahoe locals. In FY23 walk-in traffic increased as visitors appeared to return to pre-pandemic behavior, seeking out personal referrals and assistance with itinerary planning. Staff interacted with over 31,000 visitors in person and provided information to more than 2,000 callers, particularly related to road conditions during the extreme winter of 2022/23.

Student Ambassador Program

During the summer of 2022 the LTVA again partnered with the Sierra Nevada Alliance, the Tahoe Fund, and other regional entities to fund Student Ambassadors at the following south shore locations: Heavenly Village/Explore Tahoe, Tallac Historic Estate, Kiva Beach, Taylor Creek Visitor Center, Vikingsholm Visitor Center/Emerald Bay. The Ambassador Program goal is to address the impacts of increasing tourism in the Tahoe Basin by employing local youth to act as stewards and guides promoting sustainable and responsible behavior to locals and visitors alike. Ambassadors modeled good stewardship, encouraged responsible recreation, shared interpretative information about Tahoe, and tracked observations and interactions with the public using established Citizen Science Apps by Tahoe Environmental Research Center. The program focuses recruitment towards local high school and community college students in order to facilitate work-based learning and invest in engaging local youth in learning about and protecting the natural resources of the Tahoe Basin.

Winter months saw the return of two popular programs staged out of Explore Tahoe.

Winter Trek (January - April 2023)

The Winter Trek program offers fifth graders an outdoor winter ecology learning experience that takes place at 9,100 feet via the Heavenly Mountain Resort gondola.

Winter Trek is a cooperative effort between the Forest Service, Heavenly Mountain Resort, Great Basin Institute, and the LTVA''s Explore Tahoe Visitor Center.

Ski with a Ranger (January - March 2023)

Skiers and snowboarders have the opportunity to Ski with a Ranger at Heavenly Mountain Resort. Tours are led by Forest Service conservation education staff and volunteers through a cooperative effort between Heavenly Mountain Resort and the LTVA's Explore Tahoe.

PARTNERSHIPS AND COMMUNITY INITIATIVES

The LTVA leverages funds through partnerships that broaden reach outside the regional advertising efforts, enhance the visitor experience and contribute to community goals.

South Shore Transportation Management Association (SSTMA)
The SSTMA launched the Lake Link Microtransit system in July 2022. The LTVA, TDVA and SLTTID made a commitment to contribute $25,000 annually to assist with funding this free, on-demand service. In October 2023 the SLTTID Board voted to make a one-time contribution of $50,000 to maintain the level of service through the winter months. This amount was paid out of the SLTTID's "special projects" fund which is held by the LTVA.

The Lake Link Microtransit system, catalyzed by the Events Center transit requirement and supported by an unprecedented public private partnership, becomes the latest in a long list of initiatives that will address destination issues and continue to support the tourism product.

The Lake Tahoe Destination Stewardship Plan (DS), which the LTVA participated in both financially and as a Core Team Member, was completed in June 2023. The goal of the plan is to align around a shared vision of recreation and tourism, which touches the lives of all who work, live, and play here. The Destination Stewardship Council - as it has evolved into - will engage in the action plan moving forward. The LTVA's strategic plan, completed in September of 2023, is informed by the DSP guiding sustainability initiatives while maintaining the LTVA's core mission of promoting visitation to the destination. Sustainability planning is to protect and promote our destination product for the future, understanding that destinations like ours, beautiful and rich in environmental assets and recreation opportunities, need to adapt, evolve, and be preserved for all to enjoy, as well as to be competitive.

As a result of the DSP initiative, the LTVA had the opportunity to expand local and regional alliances. These include the Tahoe Regional Planning Agency, Tahoe Fund, League to Save Lake Tahoe, US Forest Service and other land management agencies, outdoor recreation providers, and regional Public Information Offices and Jurisdictions. Regular meetings are conducted, and are ongoing, discussing challenges related to visitor access and experience, land use, health and safety, sustainability, and related mitigation.

Regional Air Service Corporation - a regional public-private collaborative - has a singular goal: to maintain and grow air service and to promote the Reno-Tahoe area as a viable year-round travel destination through marketing and additional air carrier incentives. With the collective financial contributions of all of the partners, the LTVA leverages its investment to an almost $1 million budget.

Visit California, Travel Nevada, and Brand USA - these alliances allow LTVA to present South Lake Tahoe to national and international markets unreachable without the strength of the cooperative effort and funds.

III. Budget Summary

FISCAL YEAR 2024 SERVICE PLAN BUDGET SUMMARY

The summary of the FY2024 service plan budget for the South Lake Tahoe Tourism Improvement District is provided on the following pages (Attachment A). The fiscal year for the SLTTID is October 1 through September 30. Based upon previous year's' performance and trending occupancy, the total improvement and service plan budget for 2024 is projected at $3,114,203 which is a 1% increase over budget for FY2022. Lodging businesses will contribute the entire amount through annual assessments. Budgeted expenditures will be made in the following areas:

- Marketing and Promotions

The budget for the Marketing and Promotions program is estimated at $1,961,948, which represents 63% of the total District budget. Marketing and promotions will include media advertising and promotional programs designed to attract visitors to visit and stay at the South Shore lodging establishments as well as promote the area as a lodging and conference destination.

- Communications and Public Relations

The budget for the Communications and Public Relations program is $124,568, which represents 4% of the total district budget.

- Special Events

The budget for Special Events is $404,846, which represents 13% of the total district budget.

- Visitor Center Operations

The budget for Visitor Center Operations program is $155,710, which represents 5% of the total district budget.

- Administration/Operations

The budget for Administration/Operations including office rent, insurance, utilities and supplies is $280,278, which represents 9% of the total district budget.

- Administrative Fee to the City of South Lake Tahoe

The City of South Lake Tahoe charges an administrative fee to collect assessments and distribute the funds to the SLTTID Corporation. The budget for this administrative fee is 1% of the total annual assessment, or $31,142 in FY2024.

- Annual Service Plan – Contingency/TID Renewal (5%)

The budget also includes a portion for contingencies and renewal of the District. This amount equals 4.6% of the total district plan budget, or $143,253. A line item in the budget has been added for credit card fee reimbursements to the City of South Lake Tahoe, to account for those operators who pay TID taxes with a credit card. This line item equals $12,457 or 0.4% of the total district budget, for a total Contingency Plan of 5% of the FY2024 district budget.

THE METHOD OF ASSESSMENT

No changes in assessments are proposed in the current assessment methodology, as they are not allowed under the district management plan.

ATTACHMENTS

1. Fiscal Year 2024 SLTTID Budget with Breakdown by Expenditure Category

SLTTID FY2024 Budget

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total	
Revenue Generated in TID Assessments														
Hotel/Motel Assessment at $4.00 POR	$ 183,183	$ 132,873	$ 96,953	$ 186,666	$ 264,798	$ 230,161	$ 204,130	$ 226,738	$ 237,971	$ 331,381	$ 262,802	$ 195,993	$ 2,553,647	82.0%
VHR/Timeshare Assessment at $5.50 POR	$ 40,211	$ 29,167	$ 21,282	$ 40,975	$ 58,126	$ 50,523	$ 44,809	$ 49,772	$ 52,237	$ 72,742	$ 57,688	$ 43,023	$ 560,557	18.0%
Total Revenues	$ 223,394	$ 162,041	$ 118,235	$ 227,641	$ 322,924	$ 280,684	$ 248,939	$ 276,509	$ 290,208	$ 404,123	$ 320,490	$ 239,016	$ 3,114,203	
Expenditures														
Marketing Programs: Advertising, Fam Trips, Marketing Programs	$ 140,738	$ 102,086	$ 74,488	$ 143,414	$ 203,442	$ 176,831	$ 156,831	$ 174,201	$ 182,831	$ 254,597	$ 201,909	$ 150,580	$ 1,961,948	63.0%
Communications and Public Relations	$ 8,936	$ 6,482	$ 4,729	$ 9,106	$ 12,917	$ 11,227	$ 9,958	$ 11,060	$ 11,608	$ 16,165	$ 12,820	$ 9,561	$ 124,568	4.0%
Special Events Funding	$ 29,041	$ 21,065	$ 15,371	$ 29,593	$ 41,980	$ 36,489	$ 32,362	$ 35,946	$ 37,727	$ 52,536	$ 41,664	$ 31,072	$ 404,846	13.0%
Visitor Center Operations: Payroll, Benefits, Operation Costs	$ 11,170	$ 8,102	$ 5,912	$ 11,382	$ 16,146	$ 14,034	$ 12,447	$ 13,825	$ 14,510	$ 20,206	$ 16,025	$ 11,951	$ 155,710	5.0%
Administrative/Operations: Payroll, Benefits Operation Costs	$ 20,105	$ 14,584	$ 10,641	$ 20,488	$ 29,063	$ 25,262	$ 22,404	$ 24,886	$ 26,119	$ 36,371	$ 28,844	$ 21,511	$ 280,278	9.0%
Administrative Fee to City of South Lake Tahoe (1%)	$ 2,234	$ 1,620	$ 1,182	$ 2,276	$ 3,229	$ 2,807	$ 2,489	$ 2,765	$ 2,902	$ 4,041	$ 3,205	$ 2,390	$ 31,142	1.0%
Credit Card Fee Reimbursements to City of South Lake Tahoe	$ 894	$ 648	$ 473	$ 911	$ 1,292	$ 1,123	$ 996	$ 1,106	$ 1,161	$ 1,616	$ 1,282	$ 956	$ 12,457	0.4% *
Contingency/TID Renewal Costs	$ 10,276	$ 7,454	$ 5,439	$ 10,471	$ 14,855	$ 12,911	$ 11,451	$ 12,719	$ 13,350	$ 18,590	$ 14,743	$ 10,995	$ 143,253	4.6% *
Total Programs and Expenses	$ 223,394	$ 162,041	$ 118,235	$ 227,641	$ 322,924	$ 280,684	$ 248,939	$ 276,509	$ 290,208	$ 404,123	$ 320,490	$ 239,016	$ 3,114,203	

FY2023 Actuals through July (budget Aug/Sept 2023)	$3,053,759.00	
FY2022 Actuals (Oct 2021-Sept 2022)	$3,022,911.00	*Elimination of VHR's in non-Tourist Core areas completed 12/2021
FY2021 Actuals (Oct 2020-Sept 2021)	$3,024,703.40	*Increase in TID by $1.00 in Dec 2020
FY2020 Actuals (Oct 2019-Sept 2020)	$2,674,537.60	
FY2019 Actuals (Oct 2018-Sept 2019)	$2,881,067.40	

Attachment 2

SOUTH LAKE TAHOE TOURISM DISTRICT

Financial Reports

For the Twelve Months Ended October 31, 2022

And

The Nine Months Ended July 31, 2023

South Lake Tahoe Tourism District
Statement of Financial Position
July 31, 2023

ASSETS

CURRENT ASSETS	
Cash and Equivalents	
Checking	$ 253,172
Due from City	1
Prepayment to LTVA	-
TOTAL CURRENT ASSETS	253,173
TOTAL ASSETS	$ 253,173

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES	
Accounts Payable	$ -
Due to LTVA	168,948
TOTAL CURRENT LIABILITIES	168,948
TOTAL LIABILITIES	$ 168,948
FUND BALANCE	
Fund Balance	$ 84,225
TOTAL LIABILITIES AND FUND BALANCE	$ 253,173

South Lake Tahoe Tourism District
Statements of Activities
For the 12 Months Ended October 31, 2022
and 9 Months Ended July 31, 2023

	12 Months Ended October 31, 2022	9 Months Ended July 31, 2023
SALES		
TID REVENUE	$ 3,082,004	$ 2,079,746
BANK INTEREST INCOME	9	7
TOTAL SALES	3,082,013	2,079,753
GROSS PROFIT	3,082,013	2,079,753
OPERATING EXPENSES		
ACCOUNTING FEES	1,300	-
ADMINISTRATIVE COSTS	1,561	342
ADMIN FEE TO CITY OF SOUTH LAKE TAHOE	30,820	20,797
ADVERTISING/MEETING ANNOUNCEMENTS	360	239
BANK CHARGES	162	167
CREDIT CARD PROCSESSING FEES - REIMBURSE TO CITY OF SLT	16,497	-
INSURANCE - DIRECTORS & OFFICERS	724	724
LTVA MARKETING FUND	2,898,625	1,956,001
LICENSE, TAXES, AND FEES	-	-
POSTAGE	-	-
MICROTRANSIT SERVICE FUNDING	25,000	25,000
SPECIAL EVENTS	103,114	108,047
WEBSITE & NEWSLETTER	-	54
TOTAL OPERATING EXPENSES	3,078,163	2,111,371
OPERATING INCOME (LOSS)	3,850	(31,618)
NET INCOME (LOSS) BEFORE TAXES	3,850	(31,618)
NET INCOME (LOSS)	$ 3,850	$ (31,618)
NET ASSETS AT BEGINNING OF YEAR	111,994	115,844
NET ASSETS AT END OF YEAR	$ 115,844	$ 84,226

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Resolution 2019-059

Adopted by the City of South Lake Tahoe
City Council

August 6, 2019

Declaring the Results of the Majority Protest Proceedings and Renewing the South Lake Tahoe Tourism Improvement District (SLTTID)

BACKGROUND

A. The Property and Business Improvement District Law of 1994, California Streets and highways Code Section 36600, et seq., (the "Law") authorizes cities to establish and renew business improvement areas for the purpose of promoting tourism.

B. The City Council of the City of South Lake Tahoe (the "City Council") established the South Lake Tahoe Tourism Improvement District ("SLTTID") in 2006 and levied an annual assessment based upon a flat rate of $2.00 per paid occupied room per night on hotels and motels and $3.00 per paid occupied unit per night on timeshares, condos, triplexes, duplexes and homes under management contracts.

C. The term of the SLTTID was established on September 5, 2006, for a period of five years (See Resolution 2006-52) pursuant to the Law.

D. The renewal term of the SLTTID was established on December 8, 2009 for a period of ten years pursuant to the Law.

E. The SLTTID will be in effect for ten (10) years from December 18, 2019, conditional upon the Lake Tahoe Visitors Authority (LTVA) amending its bylaws within two years to add a City of South Lake Tahoe City Council representative to the LTVA Board. After ten years, or two years if the condition is not fulfilled, the petition and City Council hearing process must be repeated for the SLTTID to be renewed.

F. Lodging business owners paying more than fifty percent (50%) of the assessment within the SLTTID have submitted petitions to City Council in favor of renewing the SLTTID.

G. The City of South Lake Tahoe shall charge a 1% administrative fee to collect assessments and distribute the funds the SLTTID Corporation.

H. Included with the petitions was a Management District Plan summary that describes the proposed assessment to be levied on benefitted lodging businesses which shall be used to fund marketing and promotions to increase tourism and market the South Shore of Lake Tahoe as a unique, world-class year-round resort destination.

I. The lodging businesses within the SLTTID shall benefit from the activities and improvements set forth in the Management District Plan.

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J. On June 18, 2019, the City Council adopted a Resolution of Intention No. 2019-043, which provided that a public meeting on the renewal of the SLTTID shall be held on July 16, 2019 at 5:30 p.m. and a public hearing shall be held on August 6, 2019 at 9:00 am at the City Council of the City of South Lake Tahoe meeting held at the City Council Chambers, 1901 Airport Road, South Lake Tahoe, California.

K. The public hearing to consider the formation of the SLTTID has been properly noticed in accordance with Streets and Highways Code 36623.

L. At 5:30 p.m. on July 16, 2019, in the City Council Chambers, 1901 Airport Road, South Lake Tahoe, California, the City Council held a public meeting regarding the renewal of the SLTTID, and the City Council heard and received objects and protests, if any, to the renewal of the SLTTID and the levy of the proposed assessment.

M. At 9:00 a.m. on August 6, 2019, in the City Council Chambers, 1901 Airport Road, South Lake Tahoe, California, the City Council held a public hearing regarding the renewal of the SLTTID, and the City council heard and received all objections and protests to the renewal of the SLTTID and the levy of the proposed increased assessment.

N. The City Council received all objections and protests regarding the renewal of the SLTTID and the levy of the proposed increased assessment and have determined that the there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the renewed SLTTID which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business.

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

1. The recitals set forth herein are adopted by the City Council as finding and are true and correct.
2. The City council finds that the majority protests do not constitute more than fifty (50) percent of the total assessment revenue to be raised and therefore a majority protest does not exist to the renewal of the SLTTID.
3. Conditional upon the LTVA amending its bylaws on or before December 17, 2021, to add a City of South Lake Tahoe City Council representative to the LTVA Board, SLTTID is renewed for a ten (10) year term that shall commence on December 18, 2019 and shall expire on December 17, 2029. If LTVA does not amend its bylaws by December 17, 2021, to add a City of South Lake Tahoe City Council representative to the LTVA Board, then the SLTTID shall expire after a two (2) year term that shall commence on December 18, 2019, and shall expire on December 17, 2021.
4. The activities and improvements set forth in the recitals shall be funded by the levy of an assessment on lodging businesses within the SLTTID, as described in the Management District Plan that is on file with the City Clerk.
5. The City Council finds as follows:

a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the SLTTID that is not provided to those not paying the assessment.
b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
d) Assessments imposed pursuant to the SLTTID are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business owner as the "SLTTID Assessment" or "Tourism Assessment" as specified in the Management District Plan.

6. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase room rentals, an assessment based on room rentals is the best measure of benefit.
7. The annual assessment rates are $3.00 per paid occupied room per night on hotels and motels and $4.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs, and homes. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. The assessment rate will automatically increase in year two (2020-21) by one dollar ($1.00) on both assessment rates. The new rates in 2020-21 will be $4.00 per paid occupied room per night on hotels and motels and $5.50 per paid occupied unit per night on all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs, and homes. Starting in the fifth year (2023-24), the assessment rate for hotels and motels and all of the following under management contracts: timeshares, condos, triplexes, duplexes, park model cabins, RVs, and homes, may be increased by one additional dollar ($1.00) during the remaining term of the SLTTID.
8. Lodging businesses within the boundaries of the SLTTID that begin operation after the renewal of the SLTTID shall be subject to the assessment. The City of South Lake Tahoe shall be responsible for collecting the assessments from lodging businesses subject to the assessment.
9. The assessments for the entire SLTTID will total approximately $2,705,000 in year one (1).
10. The assessments shall be used for the purposes set forth in the above recitals and as outlined in the Management District Plan dated March 26, 2019. Any funds remaining at the end of any year may be used in subsequent years in which SLTTID assessments are levied if they are used consistent with the requirements set forth herein.
11. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the SLTTID; to provide activities or improvements outside the SLTTID; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Management District Plan. Notwithstanding the foregoing,

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improvements and activities that must be provided outside the SLTTID boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the SLTTID.

12. The assessments to fund the activities and improvements for the SLTTID shall be collected in accordance with Streets and Highways Code 36631 and the Management District Plan. All delinquent payments for assessments levied herein shall be charged interest and penalties in accordance with the Management District Plan.
13. The City Council, through adoption of this Resolution and the Management District Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the SLTTID as defined in Streets and Highways Code §36612. The City Council has determined that the South Lake Tahoe Tourism District Corporation (SLTTDC) shall be the SLTTID Owners' Association.
14. The SLTTDC shall, pursuant to Streets and Highways Code 36650, prepare an annual report for each fiscal year.
15. No bonds shall be issued to fund the SLTTID.
16. The exterior boundaries of the SLTTID shall be the city limits of the City of South Lake Tahoe as depicted on the map shown in the SLTTID Plan – Section IV.
17. Businesses within the District are subject to any amendments to the California Streets and Highways Code, Division 18, Part 7 (commencing with Section 36600)
18. The City Manager, or his designed, is directed to take all necessary actions to complete the establishment of the SLTTID and to levy the assessments.
19. The City Clerk is directed to record in the El Dorado County Recorder's Office a notice and assessment diagram, as required by Streets and Highways Code 36627. The text of the recorded notice shall state that the assessment is levied only against lodging businesses within the area of the SLTTID.
20. The resolution shall take effect immediately upon its adoption by the City Council and the collection of the increased assessments commencing on December 18, 2019.

Adopted by the City of South Lake Tahoe City Council on August 6, 2019 by the following vote:

Yes: Bass, Collin, Middlebrook and Wallace
Absent: Laine

DocuSigned by:
0910F4E2665F41E...

Date: 8/9/2019

Jason Collin, Mayor Pro Tem

Attest:
DocuSigned by:
2D6FDBDD39A94AF...

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 7, 2023

Agenda Item #:30

Agenda Item: Inclusionary Housing Ordinance (First Reading)

Executive Summary: At its August 8, 2023 meeting, the City Council directed staff to prepared a tiered Inclusionary Housing Ordinance based on unit size. This ordinance was prepared consistent with the direction given by the City Council and being presented for first reading by title only.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an ordinance amending Title 6 of the South Lake Tahoe City Code by adding Chapter 6.27 (Inclusionary Housing) and refer second reading and adoption to the November 21, 2023 meeting.

Responsible Staff Member: Zach Thomas, Interim Director of Development Services

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

Attachments:

01-Staff_Report_-_IHO_First_Reading (1).docx
02-Ordinance - Inclusionary Housing.docx

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

Meeting Date: November 7, 2023

Title: Inclusionary Housing Ordinance (First Reading)

Location: Citywide

Responsible Staff Member: Zach Thomas, Housing Manager

Background: At its January 24, 2023 meeting, the City Council was presented the *Analysis of Local Funding Sources for Housing Initiatives* report (Report) that analyzed eight different local discretionary funding sources that could provide revenue to fund the City's housing initiatives. The Council requested that additional nexus and feasibility analysis be completed to further inform discussion about a potential inclusionary housing percentage and in-lieu fee.

The supplemental nexus and feasibility analysis were presented to the City Council on May 2nd. After receiving the presentation, holding public comment and engaging in Council discussion, direction was provided for staff to conduct enhanced analysis of inclusionary housing and commercial linkage fee policies.

Per the direction of the City Council, the enhanced or additional analysis provided a nexus and feasibility analysis of a tiered inclusionary housing policy based on unit size.

The feasibility study component of the analysis determined the induced workforce housing demand and equivalent in-lieu fee necessary to mitigate the housing impact associated with each development type as well as the ability for each development type to absorb the associated in-lieu fee. This analysis considered the "net gap" as well as the total cost of providing the induced workforce housing.

The analysis concludes that single-family and condominium projects with units less than 2,000 square feet and multi-family rental units generally cannot absorb the cost of an inclusionary housing requirement. The analysis also concluded that for sale single-family and condominium projects have an increased ability to absorb an inclusionary requirement as unit size gets larger.

Issue and Discussion: At its August 8, 2023 meeting, the City Council was presented the findings of the additional analysis. Upon receiving staff presentation, holding public comment and after conducting Council discussion, the City Council directed staff to draft an Inclusionary Housing Ordinance based on the parameters outlined in the below table. These parameters are consistent with the data presented in the additional analysis.

Recommended Inclusionary Percentage and In-Lieu Fee Amounts for Single-Family Homes and Condominiums

	Inclusionary Percentage	*Equivalent In-Lieu Fee Per Unit*	*In-Lieu Fee*
2,000 Sq. Ft or Under	**Exempt**		
2,001-2,500 Sq. Ft.	5%	Net Gap	$5.29 Sq. Ft.
2,501-3,000 Sq. Ft.	6%	Net Gap	$5.84 Sq. Ft.
3,001-5,000Sq. Ft.	9%	Total Cost	$16.77 Sq. Ft
>5,000 Sq. Ft.	17%	Total Cost	$17.65 Sq. Ft

While all analysis conducted and presented to the City Council is thorough and consistent with industry best practices, no amount of analysis can consider every conceivable variable in the market place. Similarly, no housing policy can be made to account for every variable that may exist. The above table provided the City Council with recommended parameters for an inclusionary housing policy that can be easily and cost effectively implemented. It is based on thorough analysis while also representing a reasonable fit for the most likely to occur development scenarios. Also, as directed by the City Council, it seeks to incentivize the development of smaller units, which are most likely to be used as local residential housing stock.

Unlike the large-scale residential development projects common in many other cities, most market-rate residential development in the City consists of the construction of a single home or perhaps a small residential development. As such, most projects would not be large enough to trigger on-site mitigation and would by default be subject to the in-lieu fee. However, for projects that are large enough to potentially provide on-site mitigation, the draft ordinance has included that ability to do so at the above noted percentage corresponding with the size of the unit constructed.

The attached draft ordinance is consistent with the direction given by the City Council. Furthermore, the Planning Commission voted unanimously to recommend that the City Council adopt the draft ordinance. As such, staff recommends that the City Council pass a motion to hold a first reading by title only of an ordinance amending Title 6 of the City Code by adding Title 6, Chapter 6.27 (Inclusionary Housing) to the South Lake Tahoe City Code, and refer second reading and adoption to the November 7th City Council meeting.

Financial Implications: Due to market variations and lacking an exact inclusionary housing policy proposal, it is not possible to precisely forecast revenue generation. However, the analysis made a thorough attempt at providing the best possible estimate. To do so, the analysis used an average of $6.00 per square foot to represent the net financing gap associated with providing inclusionary units and an average of $16 per square foot to represent the full cost of providing inclusionary units.

Applying each of these in-lieu fees uniformly across all development types is estimated to generate annual revenue ranging from $355,000 (based on $6.00 per Sq. Ft.) to $950,000 (based on $16.00 per Sq. Ft.). The recommend inclusionary ordinance is a hybrid scenario that seeks to strike a balance between generating revenue and incentivizing smaller residential development

that is more likely to be used as local resident housing. As such, potential revenue generation is anticipated to fall in between this range.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The recommended action is consistent with City Strategic Plan Action Item 1.3.4: *Establish a local discretionary funding source to leverage access to and increase competitiveness for outside funds, and implement Council direction to conduct outreach to analyze vacancy tax and transient occupancy tax funding sources*

The recommended action is also consistent with the following adopted policies and programs:

City General Plan Housing Element

Policy 1-1. The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-5. The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the City.

Program 2-11. The City shall conduct a feasibility study to explore local funding options to support affordable housing projects and programs.

Ordinance 2023-XXX

Adopted by the City of South Lake Tahoe City Council

November 21, 2023

An Ordinance amending Title 6 of the South Lake Tahoe City Code by adding Chapter 6.27 (Inclusionary Housing)

FINDINGS

A. Section 65300 of the California Government Code of the State of California authorizes cities to prepare long-range comprehensive guides known as general plans; and

B. California Government Code Section 65583 requires that the City prepare and adopt an update to the Housing Element of the General Plan that includes a review of the City's ability to accommodate its share of the region's housing need; and

C. The City Council adopted the 2022-2027 Housing Element on June 21, 2022 which was then certified by the State Housing and Community Development Department (HCD) on August 30, 2022; and

D. Program 2-11 of the certified Housing Element stipulates that the City conduct a Local Funding Sources Feasibility Study (Study) which shall include an analysis of an Inclusionary Housing Policy; and

E. The City Council approved a Professional Services Agreement on May 3, 2022 with BAE, Urban Economics, Inc. to conduct the Study; and

F. The City Council was presented the findings of the Study on January 24, 2023; and

G. After additional outreach to stakeholders, interested parties and the general community through five workshops and after conducting additional analysis, the City Council directed the preparation of an Inclusionary Housing Ordinance; and

H. The adoption of this Ordinance is consistent with the City's Housing Element. The City's Housing Element provides policies and programs to address the housing crisis faces the City; and

I. Government Code Section 65853 et seq. requires the Planning Commission to conduct a public hearing and provide a written recommendation to the City Council on any new zoning ordinance or regulation of the use of land; and

J. On September 21, 2023, the Planning Commission conducted a duly noticed public hearing and adopted Resolution No. 2023- to recommend that the City Council adopt this ordinance.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Title 6, Chapter 6.27 of the South Lake Tahoe City Code is adopted to read in its entirety as follows:

Title 6

DEVELOPMENT SERVICES

Chapter 6.27

INCLUSIONARY HOUSING

6.27.010 Purpose

The purpose of this chapter is to promote the public welfare by facilitating the development and availability of housing affordable to a broad range of households with varying income levels within the city to meet current and future affordable housing needs. This chapter aims to:

1. Promote socioeconomic diversity within the city.
2. Generate revenue to increase the availability of affordable housing options for low- and moderate-income households.

6.27.020 Definitions

For the purpose of this chapter, the following words and phrases shall have these definitions:

“Low- or lower-income household” means a person or family with income that does not exceed eighty percent of the area median income.

"Inclusionary housing unit” means a dwelling unit which can be purchased or rented by a low-income household at a maximum cost, including utilities, of 30 percent of gross household income.

“Area median income” means the area median income for El Dorado County as defined by the California Department of Housing and Community Development annual state income limits.

“Residential development project” means a project that includes the new construction of one or more dwelling units, at least 50 percent redevelopment of an existing building containing one or more dwelling units, or conversion of existing multi-family rental units to condominiums.

6.27.030 Inclusionary Housing Requirements

All nonexempt residential development projects shall either include inclusionary housing units or pay the in-lieu fee as required by Table 6.27.030.

Table 6.27.030

Unit Size (Habitable Space)	Percentage of Total Dwelling Units Required to be Inclusionary Housing Units	In-Lieu Fee
2,000 Sq. Ft. or Under	**Exempt**	
2,001 – 2,500 Sq. Ft.	5%	$5.29/ Sq. Ft.
2,501 – 3,000 Sq. Ft.	6%	$5.84/ Sq. Ft.
3,001 – 5,000 Sq. Ft.	9%	$16.77/ Sq. Ft.
>5,000 Sq. Ft.	17%	$17.65/ Sq. Ft.

6.27.040 Deed Restriction

Inclusionary housing units must be deed-restricted for purchase or rent by low- or lower-income households.

6.27.050 Fractional Units

In determining the number of inclusionary dwelling units that are required to be built under Table 6.27.030, if the number of required inclusionary dwelling units results in a fractional unit, the developer may either pay the in-lieu fee for the portion of habitable square footage resulting in the fractional unit based on an average square footage of all market rate units, or provide an additional inclusionary dwelling unit.

6.27.060 Exemptions

Notwithstanding section 6.27.030, this chapter shall not apply to the following types of residential development projects:

A. Single-family or condominium projects with 2,000 square feet or less of habitable area per unit;

B. Multi-family residential development projects to be used for long-term rentals and having two or more dwelling units;

C. Residential units that are deed restricted for households with income at or below moderate-income levels, meaning income levels less than or equal to one hundred twenty percent of the area median income; or

D. A single dwelling unit being constructed to replace a single dwelling unit destroyed by fire, flood, earthquake, or other act of nature.

6.27.070 In-Lieu Housing Fee

A. The developer may, at their discretion, choose to pay the applicable fee in Table 6.27.030 in lieu of constructing inclusionary housing units to meet their inclusionary housing requirement.

B. In-lieu fees shall be calculated using the new habitable square footage, as defined by the California Building Code, included within the residential development project.

C. In-lieu fees shall be paid prior to building permit issuance. For projects constructed in phases, in-lieu fees shall be paid in the proportion that the phase bears to the overall project.

D. All in-lieu fees collected shall be deposited into the workforce housing fund. The fund shall be administered by the finance director and shall be used exclusively to provide funding for the provision of housing affordable to low- and moderate-income households and for reasonable costs associated with the development of such housing.

6.27.080 Standards for Inclusionary Housing Units

Inclusionary housing units must meet the following standards:

A. Inclusionary housing units shall be provided on the same site as the residential development project and dispersed throughout to prevent a concentration of inclusionary housing units within the project.

B. Inclusionary housing units shall be consistent with the design of market rate units in terms of exterior appearance, materials, and finished quality.

C. For residential development projects with multiple market rate unit types containing differing numbers of bedrooms, inclusionary housing units shall be representative of the market rate unit mix.

D. The inclusionary housing units shall be constructed concurrently with market rate units.

E. Nothing in this chapter precludes a developer of a for-sale residential development project from meeting its inclusionary housing requirements by providing for-rent inclusionary housing units.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Council finds that adoption of the proposed Ordinance is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under 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).

SECTION 4. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 5. This Ordinance shall become effective thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on November 21, 2023, by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Cristi Creegan, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #:31

Agenda Item: Local Tenant Preference Policy for Affordable Housing

Executive Summary: Local tenant preferences in affordable housing are becoming more common throughout local governments in California to protect the most vulnerable populations experiencing displacement pressures. Senate Bill 649 requires a local government that elects to adopt affordable housing residency preferences to ensure compliance with fair housing law. Staff developed the background and a draft regulatory framework to implement a potential local preference policy for affordable housing, and seeks Council direction on whether to adopt such a policy.

Requested Action / Suggested Motions: Pass a Motion providing direction to the City Manager regarding the creation of a local tenant preference policy for affordable housing.

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

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

Attachments:

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

Meeting Date: November 7, 2023

Title: Local Tenant Preference Policy for Affordable Housing

Location: City-wide

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner

Background: Local tenant preference policies are becoming more common throughout jurisdictions in California to protect the most vulnerable populations experiencing displacement pressures. Local workers who are unable to access affordable housing throughout the South Shore region face longer and more costly commutes. This includes increases to transportation expenses, traffic congestion, greenhouse gas emissions, reduced access to physical activity, social networks, and community engagement.

A local tenant preference policy is one tool cities are using to help prioritize the efficient use of scarce affordable housing resources. Senate Bill 649 (SB 649, Cortese), passed September 28, 2022, authorizes low-income housing tax credits and tax-exempt bonds to apply to qualifying affordable housing projects subject to local tenant preferences for lower income local tenants at risk of displacement or who have been displaced. This law creates a new opportunity to adopt a local tenant preference for affordable housing projects that allows such projects to receive the tax credit and tax-exempt bond support that is usually needed for financial viability. This bill requires the local jurisdiction to ensure that the preference complies with fair housing law, to create a webpage containing the ordinance and supporting materials within 90 days of adoption, and to annually provide the Department of Housing and Community Development a current link to the webpage.

As a best practice and to ensure compliance with fair housing law, staff recommends that any local tenant preference ordinance include all the following:

A. A clearly defined population eligible for the tenant preference.
B. Detailed findings that support a valid, nondiscriminatory government interest for the local tenant preference.
C. A declaration that the ordinance has undergone fair housing review and conforms with existing fair housing law.
D. A detailed summary of the strategies and policies enacted by the local government to address housing supply and equitable housing access, particularly for lower income households.

Issue and Discussion: Local tenant preferences for lower income households for new and/or existing affordable housing can help stabilize housing for those who are at greatest risk of displacement from their communities due to community growth that has resulted in increased housing costs and housing cost burdens for existing residents. The local preference policy could be designed to increase the probability that current residents can remain in the community despite increases in market rate rents, housing prices, and other factors.

Property owners of state and federal funded affordable housing are required to affirmatively market their property's units as part of their property management plan or tenant selection process. A potential local tenant preference policy would impose an additional requirement for owners to prioritize City residents and/or workers for affordable housing units as defined by the California Department of Housing and Community Development.

Fair Housing Analysis

Fair Housing law requires Disparate Impact Analysis for some preferences to ensure that it does not unnecessarily exclude people from housing opportunities. This incorporates the "disparate impact" in which a policy is facially neutral but affects people in protected classes differently, therefore, maintaining patterns of segregation. A local housing preference is vulnerable to a disparate impact claim if the preferred group is significantly more homogenous than the other eligible applicants.

Local Preference Policy Framework

In an effort to guide discussion on the elements of a potential local tenant preference policy for affordable housing, the following items are provided to serve as a framework for council consideration:

Local Preference Proposal Framework	
Eligibility for Tenant Preferences	1. First preference: to displaced households. a. City code enforcement activities, if the activity occurred within one year prior to date of application b. A "no fault" eviction from a rental unit in South Lake Tahoe, if the eviction was completed eight (8) years or less prior to the date of application. 2. Second Preference: Neighborhood residents 3. Third preference: to South Lake Tahoe residents and South Lake Tahoe workers. For purposes of this Section, a "South Lake Tahoe resident" means a household with at least one adult member whose principal place of residence on the date of application is within the City of South Lake Tahoe.

	A “South Lake Tahoe worker” means a household with at least one adult member who is employed at least 20 hours per week by an employer based in the “South Shore” as defined in the South Shore Housing Needs Assessment, owns a business located within the “South Shore”, or participates in an education or job training program located in the “South Shore.”
Applicability: Which Developments?	1. City-funded affordable housing developments 2. State-funded developments pending HCD approval. 3. Existing affordable housing developments. 4. If HUD units are incorporated, HUD must also conduct a fair housing analysis of the proposed policy. **Does not include:** Permanent supportive housing or inclusionary rental units
Applicability: Where?	All new and refinanced city-funded developments in the pipeline and in construction at the designated start date in South Lake Tahoe (at the time the ordinance is effective).
Applicability: Which units?	1. What percentage of general public restricted units in the development will be set aside for the local tenant preference? 2. Other California jurisdictions go between 15% to 40% set aside
Implementation: Property Manager roles and responsibilities	1. Receive list(s) of applicant pools, including those eligible for both preferences. 2. Fill units for preferences 3. Select applicants, including those qualifying for preference units. 4. Review applicant’s qualifications and supporting documentation
Engagement & Education	1. Create materials for community distribution after adoption of the ordinance. 2. Distribute materials to community partners, public sites (libraries, city buildings), and affordable housing sites. 3. Hold information sessions with property managers post-adoption

Next Steps

Staff recommends that City Council receive the report and provide direction to staff regarding the creation of a potential Local Affordable Housing Preference Policy based

on the above framework. If directed by City Council, a Request for Proposals (RFP) to solicit a consultant to prepare a Disparate Impact Analysis will be released. The scope of work outlined in the RFP, will be based on the framework of the policy desired by Council.

Financial Implications: If directed to establish a potential Local Affordable Housing Preference policy, it is anticipated that additional financial resources, including staff time, would be required. The preparation of a Disparate Impact Analysis by a consultant is not anticipated to exceed the total budget of $50,000. There are funds available in the Workforce Housing Account # 25006024, such that, the use of General Funds would not be required.

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:

City General Plan Housing Element

Policy 2-1. The City shall ensure a stable community by helping tenants to become homeowners and preserving the ability for residents to afford housing in the community where they grew up.

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.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: November 7, 2023

Agenda Item #: 32

Agenda Item: Agenda Planning Calendar

Executive Summary: The Agenda Planning Calendar is a projection of items coming before City Counci, for consideration.

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joseph Irvin, City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

APC - 11 02 2023.pdf

2023 Agenda Planning Calendar (Updated 11 02 2023)

Department		Agenda Item	Agenda Section
Nov 21, 5:30 p.m.	**City Attny**	VHR Enforcement	NB
		Local Hire Ordinance (second reading)	Consent
		Cannabis On-Site Consumption	UB
	CA/CM	Charter City	UB
		LEG Agreement	Consent
	City Clerk	2024 City Council Schedule	NB
		Proclamations (2)	Proclamations
	City Manager	South Shore TMA Contract	UB
	Dev Services	MFD/SRO Program Evaluation	UB
		Lease to Locals Contract Extension	Consent
		Inclusionary Housing In-Lieu Fee Ordinance (second reading)	Consent
		Third Party Building Plan Review and staffing PSA	NB
		PC, ALUC, BBOA Annual Reports	Consent
		Radon Presentation by Jeff Minor	Presentations
	Fire	Type 3 Engine Purchase	Consent

2023 Agenda Planning Calendar (Updated 11 02 2023)

	HR	CBS MOUs (4)	
	Parks & Rec	ICOC (Measure P), ACT & P & R Commission Annual Reports	Consent
	Police	PAC Annual Report	Consent
		Police Boat Grant	Consent
	Public Works		UB
Dec 12, 5:30 p.m.	**City Attorney**	ADA Transition Plan update	NB
	City Clerk	2024 Mayor/Mayor Pro Tem Selection	
	City Manager	Green House Gas Inventory	NB
	Dev Services	Inventory of vacant/underutilized sites	NB
		Rental Registry Ordinance Discussion	NB
		Employee Housing Ordinance (First Reading)	
	Finance	FY 2022-23 Quarterly Financial Status Report – Ending September 2023	
		Investment Portfolio Report – September 30, 2023.	
	Public Works	STR Solid Waste Rate Incfrease	PH
January	**Dev Serv**	TCAP/TVAP Updates	NB

2023 Agenda Planning Calendar (Updated 11 02 2023)

Unscheduled/Pending		
	City Attorney	Shared Mobility Device Ordinance
	City Clerk	Records Management Policy (Updated)
	City Manager	Minimum Wage Discussion
		Comprehensive Energy Services Contract
		Grant Acceptance from CalTrans TRPA RGP
		Grant Acceptance from Tahoe Water Suppliers Association
		Electric Vehicle Charging Contract
		Municipalization of Electric Utility - Feasability Analysis
	Dev Services	ADU Units Pre-approved Designs and Products No Approval Requirement
		REACH Code Adoption
		Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation
		City/CTC land exchange agreement
		VHR TAU Requirement Discussion
		Building Code Appendix AW adoption-3D printed structures
	Finance	

2023 Agenda Planning Calendar (Updated 11 02 2023)

Fire	
Parks & Rec	Assessment on LOS prior to 2018
	Lifeguard Mid-Year Budget 23-24 Analysis
	Bijou Golf Course "Rock the Lake" Event and Review