City of South Lake Tahoe
City Council and South Tahoe Joint Powers Parking Financing Authority
Meeting Agenda
Tuesday, April 05, 2022 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, City Facebook page at www.facebook.com/CityofSLT/ and via ZOOM at this link https://us06web.zoom.us/j/89005358174

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: 890 0535 8174 press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak.

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

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

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

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

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

City Employee Recognition

1. City Employee Recognitions
Requested Action / Suggested Motions: Two new employees will be introduced to City Council and one employee will be recognized for reaching 20 Years-Service.
Responsible Staff Member: Various
Item 1 - Executive Summary.pdf
01-Staff Report Employee Service 04 05 2022.docx

Proclamations

2. Proclamation - Child Abuse Prevention Awareness Month
Requested Action / Suggested Motions: Issue Proclamation recognizing April 2022, as "Child Abuse Prevention Awareness Month". Accepting the Proclamation are Deanna Santana on behalf of the El Dorado County Child Abuse Prevention Council, Tammy Chako, Deputy Director, Child Welfare Services, El Dorado County Health & Human Services Agency, and Chelcee Thomas, Executive Director, Live Violence Free.
Responsible Staff Member: Susan Blankenship, City Clerk
Item 2 - Executive Summary.pdf
Proclamation - Child Abuse Prevention Awareness.docx

Public Communications

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

City Commission Reports

Consent Agenda

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

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

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

3. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the March 1, 2022 and March 15, 2022 Regular City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk
Item 3 - Executive Summary.pdf
03 01 2022 minutes.pdf
03 15 2022 Minutes.pdf

4. Agreement for Consultant Services to Develop a "Reach Code" for Enhanced Building Code Requirements With Integrated Design 360, LLC
Requested Action / Suggested Motions: Pass a Resolution authorizing $50,000 of American Rescue Plan Act (ARPA) funds for Reach Code development and authorizing and directing the Mayor to execute an Agreement for consultant services to develop a reach code with Integrated Design 360, LLC in an amount not to exceed $74,543.
Responsible Staff Member: Hilary Roverud, Director of Development Services
Item 4 - Executive Summary.pdf
01-Staff Report - Reach Code.docx
02-Resolution - Reach Code.docx
03-Agreement with Integrated Design 360LLC.

5. License Agreement with the California Tahoe Conservancy for the Tahoe Valley Stormwater & Greenbelt Improvement Project
Requested Action / Suggested Motions: Pass a Motion to approve a License Agreement between the California Tahoe Conservancy and City of South Lake Tahoe to allow the City and the general public to occupy and use the facilities to be constructed on portions of 17 Conservancy-owned parcels for a 25-year term.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Stormwater Program Coordinator
Item 5 - Executive Summary.pdf
01-Staff Report_CTC License Agreement.docx
02-Project Location Map.pdf
03-Greenbelt Concept Plan.pdf
04-Conservancy License Agreement.pdf

6. Agreement for Third Party Plan Review Services for Multi-Generational Recreation and Aquatics Facility with BPR Consulting Group
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Professional Services Agreement with BPR Consulting Group in the amount of $42,800 with an additional contract contingency of 10% ($4,280) for third party plan review services.
Responsible Staff Member: Jim Marino, Capital Improvements Manager
Item 6 - Executive Summary.pdf
01-Staff Report Recreation Center Plan Review Services.docx
02 - BPR Proposal.pdf

03-Agreement with BPR.docx

7. Grant Acceptance and Fund Appropriation for Campground Restroom Relocation
Requested Action / Suggested Motions: Pass a Resolution to accept grant awards in the amount of $427,952 through the State of California Department of Parks and Recreation Proposition 68 Per Capita and RIRE grant funding programs and appropriate said grant awards towards the relocation of the existing restroom located at the City's campground for purposes of clearing the existing site for the construction of the city's new Multi-Generational Recreation and Aquatics Facility.
Responsible Staff Member: Jim Marino, Capital Improvement Projects Manager
Item 7 - Executive Summary.pdf
01-Staff Report Per Capita and RIRE Grant Awards.docx
02 -Resolution to Accept Grant.docx
03-Grant Contracts (Exh. A to Reso.).pdf

8. Ordinance - Amendments to Cannabis Ordinance Prohibiting On-Site Consumption, Allowing Increased Cultivation Canopy of 22,000 Square Feet, and Allowing Owners and Operators to Hold More Than One Non-Retail Permit (Second Reading)
Requested Action / Suggested Motions: 1) Pass a Motion finding that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act; and 2) Pass a motion to hold a second reading (by title only) and adopt an Ordinance amending Article X (Cannabis Regulations) of Chapter 6.55 of the South Lake Tahoe City Code to prohibit on-site consumption, allow increased cultivation canopy of 22,000 square feet, and allow owners and operators to hold more than one non-retail permit
Responsible Staff Member: Heather Stroud, City Attorney
Item 8 - Executive Summary.pdf
01 - Staff Report - City Council Second Reading.docx
02 - Ordinance.docx

Public Hearing

9. Sugar Pine Village Affordable Housing Project - Tax Equity and Fiscal Responsibility Act (TEFRA)
Requested Action / Suggested Motions: Pass a Resolution authorizing the issuance of revenue bonds by the California Municipal Finance Authority for the purpose of providing financing for a residential rental housing facility known as Sugar Pine Village Phase 1A.
Responsible Staff Member: Hilary Roverud, Development Services Director
Item 9 - Executive Summary.pdf
01-Staff Report - TEFRA.docx
02-Resolution - Sugar Pine Village Phase 1 TERFA.docx

10. Tentative Subdivision Map approval - 3708 Lake Tahoe Boulevard & 3709 Osgood Avenue Town Homes
Requested Action / Suggested Motions: Pass a Resolution approving the Tentative Subdivision Map.
Responsible Staff Member: John Hitchcock, Planning Manager
Item 10 - Executive Summary.pdf
01-Staff Report.docx
02-Tentative Map
03-Resolution - Tentative Map Approval.docx
04-CEQA Notice of Exemption.pdf

05-Presentation

11. Department of Alcoholic Beverage Control - Public Convenience or Necessity - Grocery Outlet
Requested Action / Suggested Motions: Pass a Resolution approving issuance of a Letter of Public Convenience or Necessity to the California Department of Alcoholic Beverage Control for the Issuance of a Type 21 License for the Premises at 2358 Lake Tahoe Boulevard (Grocery Outlet Inc.)
Responsible Staff Member: Anna Kashuba, Assistant Planner
Item 11 - Executive Summary.pdf
01- Staff Report 22358LakeTahoeBlvd_22-017_PNC0220304.docx
02-ABC Application
03-Resolution - ABC Letter of Necessity - Grocery Outlet.docx
04- Letter of Public Necessity (Exh. A to Reso)
05-Notice of Public Hearing

12. Ski Run Business Improvement District Annual Assessment
Requested Action / Suggested Motions: Pass a Resolution confirming the Ski Run Business Improvement District annual report and levying the assessment for business license year 2022/2023.
Responsible Staff Member: Ben Hannah, Accountant II
Item 12 - Executive Summary.pdf
01-Staff Report - Ski Run BID.docx
02-Resolution - Ski Run BID.docx
03-BID Board Report to City (Exh. A to Reso.)
04-SRBID 2022-2023 Budget Proposal.pdf
05-SRBID 2022-2023 Budget Proposal_Prior Year vs Proposed.pdf
06-SRBID 2022-2023 Budget Proposal_Includes Measure S Recreation.pdf
07-Tribune Notice Copy 03.04.2022.pdf
08-SRBID Members 2022.xls
09-Resolution 2002-71 SRBID Formation.pdf

Regular-Unfinished Business

13. Contract for the Supply and Installation of LED Lighting Retrofit Assemblies for US 50 Between Trout Creek and Ski Run Blvd. With Advanced Lighting Services, Inc.
Requested Action / Suggested Motions: (1) Pass a Resolution appropriating funds for the award of a Public Works Contract for LED lighting retrofits to Advanced Lighting Services, Inc. either: A) for the project base bid amount of $87,845.43 and 10% contingency of $8,784.54; or B) for the project base bid and additive alternates 1 & 2 amount of $150,418.15 and 10% contingency of $15,041.82; and (2) Pass a Motion authorizing and directing the Mayor to execute an agreement with Advanced Lighting Services, Inc. for the selected amount.
Responsible Staff Member: Jim Marino, Capital Improvement Program Manager
Item 13 - Executive Summary.pdf
01-Staff Report_LED Lighting Retrofit_US 50 and Ski Run Boulevard Pedestrian Lights.docx
02-LED Retrofit Location Map
03-Bid Results
04A-Resolution - Base Bid Only.docx
04B-Resolution - Base Bid Plus Alts 1 & 2.docx
05-Agreement with Advanced Lighting Services.docx

14. Ordinance – Amendments to South Lake Tahoe City Code Section 4.150.210 (Placement of Residential Containers for Collection Purposes) to Require Better Trash Management (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Section 4.150.210 (Placement of Residential Containers for Collection Purposes) of the South Lake Tahoe City Code to Require Better Trash Management, and refer second reading and adoption to the May 3, 2022 meeting.
Responsible Staff Member: Sara Letton, Sustainability Coordinator
Item 14 - Executive Summary.pdf
01-Staff Report - Better Trash Management Ordinance.docx
02-Ordinance - Better Trash Management.docx.docx
03-Redline of Ordinance Amendment.pdf

Regular-New Business

15. Ordinance - Military Equipment Use Policy (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold first reading (by title only) of an Ordinance approving a military equipment use policy and refer second reading and adoption to the May 3, 2022 meeting.
Responsible Staff Member: David Stevenson, Police Chief
Item 15 - Executive Summary.pdf
01-STAFF REPORT - Military Equipment Use.docx
02--ORDINANCE - Military Equipment Use.docx
03-POLICY - Military Equipment Use (Attachment 03 to Ordinance).docx
04-EQUIPMENT LIST (Attachment 04 to Ordinance).docx
05-AB 481 - Military Equipment Use Act.pdf

16. Travel Authorization - California Tahoe Alliance Advocacy Days, Sacramento, April 19-20, 2022
Requested Action / Suggested Motions: Pass a Motion authorizing Mayor Middlebrook and Mayor Pro-Tem Creegan to attend the California Tahoe Alliance Advocacy Days in Sacramento. The estimated cost per person is $550.
Responsible Staff Member: Susan Blankenship, City Clerk
Item 16 - Executive Summary.pdf
01-Staff Report-California Tahoe Advocacy Days Sacramento.docx
02-CTA Advocacy Day Schedule

Regular New Business - South Tahoe Joint Powers Parking Financing Authority

17. Agreement with Walker Consultants for the City Parking Garage Access and Revenue Control System and Modification Project
Requested Action / Suggested Motions: Acting as the South Tahoe Joint Powers Parking Financing Authority, Pass a Resolution authorizing and directing the Chair to execute Professional Services Agreement with Walker Consultants in the amount of $187,230, and appropriating $205,953 (including contingency) into the Parking Garage Revenue Expense Account for the Parking Garage Access and Revenue Control System and Modification Project.
Responsible Staff Members: Anush Nejad, Director of Public Works, Scott Crivelli, Detective Sergeant, and Olga Tikhomirova, Finance Director
Item 17 - Executive Summary.pdf
01-Staff Report - Parking Garage Services.docx
02 - Proposal_Walker.pdf

03 - Professional_Services_Agreement_ Walker.pdf
04-Resolution - STJPPFA Parking Garage.docx

Agenda Planning Calendar

18. Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager
Item 18 - Executive Summary.pdf
APC - March 25, 2022.pdf

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

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

Closed Session

19. Public Employee Performance Evaluations – Government Code section 54957(b)(1)
Title: City Manager and City Attorney

20. Conference with Labor Negotiator – Government Code section 54957.6(a)
Designated Representative: Thomas Stuart, Assistant to City Manager II
Unrepresented Employees: City Manager and City Attorney

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday April 5, 2022 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, March 31, 2022 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed March 31, 2022
\\sb\\
Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 1

Agenda Item: City Employee Recognitions

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

Requested Action / Suggested Motions: Two new employees will be introduced to City Council and one employee will be recognized for reaching 20 Years-Service.
Responsible Staff Member: Various

Responsible Staff Member: Various Departments

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

01-Staff Report Employee Service 04 05 2022.docx

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

Meeting Date: April 5, 2022

Title: City Employee Recognition

Location: Citywide

Responsible Staff Member: Various Department Directors

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

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

New Regular City Employees:

City Manager
Sara Letton - Sustainability Coordinator

Public Works
Chris Heckathorn – Maintenance Tech III

Police Department
Rosemary Martins – Community Service Officer

Service Awards:

Finance Department
Olga Tikhomirova, Finance Director – 20-Years' service

City Attorney
Jean Bauwens, Paralegal – 5 Years' Service

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 2

Agenda Item: Proclamation - Child Abuse Prevention Awareness Month

Executive Summary: The City Council desires to recognize the month of April 2022 as "Child Abuse Prevention Awareness Month" in the City of South Lake Tahoe, so that community awareness and participation in violence prevention may be encouraged.

Requested Action / Suggested Motions: Issue Proclamation recognizing April 2022, as "Child Abuse Prevention Awareness Month". Accepting the Proclamation are Deanna Santana on behalf of the El Dorado County Child Abuse Prevention Council, Tammy Chako, Deputy Director, Child Welfare Services, El Dorado County Health & Human Services Agency, and Chelcee Thomas, Executive Director, Live Violence Free.
Responsible Staff Member: Susan Blankenship, City Clerk

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

Reviewed and Approved By:

Attachments:

Proclamation - Child Abuse Prevention Awareness.docx

City of South Lake Tahoe
Proclamation
Recognizing April 2022 as
"Child Abuse Prevention Awareness Month"

Whereas, Preventing child abuse and neglect means strengthening families so that their children can thrive; and

Whereas, 2,365 reports of abuse and/or neglect were made to El Dorado County Child Protective Services in 2021, of which 226 were investigated and found to be substantiated ; and

Whereas, In 2020, according to the U.S. Department of Health and Human Services, 143 children in California died as a result of child abuse and neglect, including children in our own county; and

Whereas, Children who have been abused or neglected have a higher risk of developing various health problems as adults, including alcoholism, depression, drug abuse, eating disorders, obesity, suicide, early death, and certain chronic diseases; and

Whereas, California's children deserve to grow up in a safe and nurturing environment free from fear, abuse, and neglect; and

Whereas, in the City of South Lake Tahoe, children are victims of one, or perhaps several types of child abuse each year; and

Whereas, The El Dorado County Child Abuse Prevention Council seeks to elevate the message of our community recognizing and reporting suspected child abuse to protect all children in El Dorado County; and

Whereas, Live Violence Free has led the way in South Lake Tahoe in addressing child abuse by providing 24-hour hotline services to victim/survivors and their significant others, responding to emergency calls, providing child abuse prevention presentations, community trainings, and empowering those impacted by child abuse to chart their own course for healing; and

Whereas, Child abuse and neglect have long-term economic and societal costs; and

Whereas, Providing community-based prevention services to families whose children may be at risk of child abuse or neglect is less costly than addressing the emotional and physical damage that can result from child abuse and neglect; and

Whereas, Providing community-based prevention services to those families can help avoid the costs of protective services, law enforcement, the judicial system, foster care, and the treatment of adults recovering from abuse as children; and

Whereas, Pinwheels are displayed to increase the awareness of child abuse and to focus on the positive message of preventing child abuse and neglect by supporting families and strengthening communities during Child Abuse Prevention Month.

Now, therefore, the City Council of the City of South Lake Tahoe does hereby proclaim the month of April 2022 as "Child Abuse Prevention Awareness Month" in the City of South Lake Tahoe, so that community awareness and participation in violence prevention may be encouraged.

_____
Devin Middlebrook, Mayor

_____
Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 3

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the March 1, 2022 and March 15, 2022 Regular City Council meeting minutes..

Requested Action / Suggested Motions: Pass a Motion approving the March 1, 2022 and March 15, 2022 Regular City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk

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

Reviewed and Approved By:

Attachments:

03 01 2022 minutes.pdf
03 15 2022 Minutes.pdf

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, March 01, 2022 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

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

At 9:00 a.m. Mayor Middlebrook called the meeting to order. Middlebrook then led the pledge of allegiance to the flag.

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

City Employee Recognitions

1. City Employee Recognitions

Action: Jessica Newman and Kevin Schryvers, Police Department, and Jessisa Wakenhut Lomeli, Development Services, were introduced to City Council. Michelle Schoonveld, Development Services, Joseph Nuckols, Public Works, and Traci Trapini, Police Department were recognized for reaching 5 Years-Service.

Public Communications

Public Comment was heard from the following person:

1. Dan Brown – Women's History month, Veteran's Memorial request
2. Bruce Fritz – neighbor dispute
3. Ed Mosur –Ukraine support, sustainability
4. Darlene Fritz – neighbor dispute

Written Public Comment was received from the following people:

5. Judi Allen – bear boxes
6. Anonymous - Councilmembers
7. Ambrose Bierce – city corruption
8. Nellie Bly – Cristi Creegan/cell towers
9. James Gruss – public comment platform
10. John Powell – Bijou Creek Park
11. Harper Puck – Devin Middlebrook

12. Lincoln Steffens – City corruption
13. Joseph Story – Diana Madson

City Commission Reports
None.

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

2. City Council Meeting Minutes
Action: Passed **Motion 2022-022** approving the February 15, 2022, Regular City Council meeting minutes.

3. Ordinance Amending Chapter 6.85 (Residential Development and Design Standards) of the South Lake Tahoe City Code to Establish Requirements for Movable Tiny Homes (Second Reading)
Action: Passed **Ordinance 2022-1160** amending Chapter 6.85 (Residential Development and Design Standards) of the South Lake Tahoe City Code to establish requirements for movable tiny homes.

4. Reimbursement Agreement with South Tahoe Public Utility District
Action: Passed **Motion 2022-023** to authorize and directed the Mayor to execute Agreement **C-031-2022** with South Tahoe Public Utility District (STPUD) for payment in lieu of pavement repair as a result of water line replacement for the Bowers Project.

Regular-Unfinished Business

5. Citizen Appointments to Commissions and Boards – Building & Housing Board of Appeals
Action: Moved/Seconded: Friedrich/Creegan
Yes: Bass, Creegan, Friedrich and Middlebrook
Absent: Wallace
Action: Passed **Motion 2022-024** appointing Courtney Schmidt to serve a 2-year term to the Building Board of Appeals.
Public Comment was heard from the following person:
1. Dan Brown

Written Comment was received from the following person:
2. Courtney Schmidt

6. Small Business Sustainability (SBS) Loan Program Update
Action: Moved/Seconded: Bass/ Friedrich
Yes: Bass, Creegan and Friedrich
No: Middlebrook
Absent: Wallace
Action: Passed **Motion 2022-025** to forgive 2021 COVID-19 Small Business Sustainability Loans and strongly encourage those businesses to make contributions to South Lake Tahoe non-profit organizations.
Public Comment was heard from the following person:
1. Ed Mosur

Regular-New Business

7. South Lake Tahoe Fire Rescue - Annual Report 2021
Action: Received and Filed.

8. Underground Storm Drain Pipe Condition Assessment Results

Action: Received presentation and provided feedback on recommended funding needs for asset repair and replacement.

Public Comment was heard from the following person:

1. Ed Mosur

9. City Development Rights Annual Report

Action: Moved/Seconded: Bass/ Friedrich

Yes: Bass, Creegan, Friedrich and Middlebrook

Absent: Wallace

Note: Staff distributed written material.

Action: Passed **Resolution 2022-023** accepting the development rights appraisal prepared by Johnson Valuation Group Limited and establishing a price point for the calendar year 2022 at one-third of the recommended rate outlined in the appraisal. City Council directed staff to review the City's policy regarding the sale price of development rights

The following person addressed City Council:

1. Ben Johnson, Johnson Valuation Group, Ltd.

Public Comment was heard from the following person:

2. Ed Mosur

Written Comment was received from the following people:

3. Saundra Edwards
4. John Wesley Powell

10. Ski Run Business Improvement District Annual Assessment

Action: Moved/Seconded: Bass/Creegan

Yes: Bass, Creegan, Friedrich and Middlebrook

Absent: Wallace

Action: Passed **Resolution 2022-024** declaring intention to levy an annual assessment for the 2022-2023 fiscal year upon the Ski Run Business Improvement District.

The following person address City Council:

1. Jeff Cowen, Tahoe Regional Planning Agency

Written Comment was heard from the following people:

2. Saundra Edwards
3. Warren Harding
4. John Wesley Powell
5. Phuket Sherpa II

11. 2021-2022 Master Fee Schedule

Action: City Council provided directed to add a Veteran discount to Recreation facility use and program fees, and to increase fines associated with refuse. Council requested staff bring back an Ordinance to address bad trash behavior.

Public Comment was heard from the following person:

1. Ed Mosur

12. Activation of the Parking Authority of the City of South Lake Tahoe

Action: Moved/Seconded: Bass/Friedrich

Yes: Bass, Creegan, Friedrich and Middlebrook

Absent: Wallace

Action: Passed **Resolution 2022-025** declaring a need for a parking authority to function in the City and declaring the City Council to be the Board of Directors of the Parking Authority.

Public Comment was heard from the following people:

1. Ed Mosur
2. Kenny Curtzweiler *written material distributed
3. Judi Allen *written comment also received

Written Comment was received from the following people:

4. John Chambers
5. David Jinkens

Agenda Planning Calendar

13. Agenda Planning Calendar

Action: Received.

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

City Clerk:

1. Next meeting March 15, 2022, 5:30 p.m.

City Manager:

1. Director Roverud's provided information on the City's response to Fritz's neighbor dispute

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

Councilmember Friedrich:

1. Multicultural Alliance Subcommittee meeting
2. Tahoe Regional Planning Governing Board meeting
3. Welcome to Sara Letton, Sustainability Coordinator
4. Noted mask requirement changes

Councilmember Bass:

1. LAFCO and Cal JPA meeting updates

Councilmember Creegan:

1. School District Facility Advisory Committee update
2. Behavioral Mental Health Network meeting
3. Noted COVID restrictions changes

Mayor Middlebrook:

1. Tahoe Prosperity Center 2020 Census survey results
2. Veterans Memorial Support (Bass second)

Adjournment

At 12:00 p.m. Mayor Middlebrook adjourned the meeting.

_____ _____

Devin Middlebrook, Mayor Date

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe
City Council, Parking Authority and South Tahoe Redevelopment Successor Agency
Meeting Minutes
Tuesday, March 15, 2022 at 5:30 PM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Devin Middlebrook, Mayor
Cristi Creegan, Mayor Pro Tem
Cody Bass, Councilmember
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Call to Order/Pledge of Allegiance
At 5:31 p.m. Mayor Middlebrook called the meeting to order. Middlebrook then led the pledge of allegiance to the flag.

Roll Call
Present were Mayor Middlebrook, Councilmembers, Creegan, Friedrich and Bass. Councilmember Bass was absent.

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

City Employee Recognition
1. **City Employee Recognition**
   Action: Maureen Stuhlman was recognized for her contribution of major significance in Women's History.
   The following person addressed City Council:
   1. Noel Farmer, Tahoe Neighborhood Group *written material distributed

Public Communications
Public Comment was heard from the following person:
1. Ed Mosur – loan forgiveness, real estate values in the City

Written Public Comment was received from the following people:
2. Saundra Edwards- Tamara Wallace
3. Stella Gibbons – Steve Teshara
4. Wally Pinniped – Tamara Wallace
5. Charles Russell – Jason Collin
6. Ralph Abernathy – cell towers
7. Ambrose Bierce – City corruption

8. Rob Bilott – Tahoe Prosperity Center
9. Nellie Bly – cell towers
10. John Carlos – over tourism
11. James Gruss – cell towers
12. Warren Harding- Chris McNamara/Cory Rich
13. Robert La Follette – outside interests in the City
14. Peter Norman – over tourism
15. John Powell – Bijou Park Creek
16. Harper Puck – Devin Middlebrook
17. Phuket Sherpa II – Cory Rich
18. Lincoln Steffens – City corruption
19. Joseph Story – City corruption
20. Jonathan Swift – Cristi Creegan
21. Gaius Lucillius – strategic plan
22. Gerald O. Barney – cell towers
23. Edgar Wayburn – Concerned Citizens
24. Kelly Hardin – Cody Bass
25. Udo Keppler – City corruption
26. Paul Weitz – Tamara Wallace

City Commission Reports

None.

Consent Agenda

Note: The City Manager requested Items 3 and 4 be moved to a future meeting.
Action: Moved/Seconded: Friedrich/Wallace
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Passed Consent Agenda with Items 3 and 4 moved to a future meeting.
Note: Councilmember Creegan disclosed she is a Board Member for Live Violence Free (non-profit) before the vote was taken on Item 2.

2. Law Enforcement Specialized Unit Grant – Domestic Violence Programs
Action: Passed **Resolution 2022-026** ratifying grant application and execution of grant agreement and authorizing receipt of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for the calendar year 2022 in an amount up to $203,142.

3. Grant Acceptance and Fund Appropriation for Campground Restroom Relocation
Action: This Item was moved to a future meeting.
Written Comment was received from the following people:

1. Edwin Bustillos
2. Saundra Edwards
3. Granville Fortescue
4. Susan Griffin
5. Will Irwin
6. Val Plumbwood
7. Richard Smothers
8. Grace Thorpe
9. Paul Thorpe
10. John Turner
11. Brent Wisner

4. **Professional Services Agreement with BPR Consulting Group for Third Party Plan Review Services for Multi-Generational Recreation and Aquatics Facility**
Action: This Item was moved to a future meeting.

5. **Grant Application to California Natural Resources Agency, Urban Greening Grant Program for the Tahoe Valley Stormwater & Greenbelt Improvement Project**
Action: Passed **Resolution 2022-028** authorizing Public Works to submit grant application for an amount of up to $4.5 million to California Natural Resources Agency, Urban Greening Grant Program.
Public Comment was heard from the following person:
    1. Steve Teshara, Tahoe Chamber

6. **Amendment No. 4 to Professional Services Agreement between Cardno and the City of South Lake Tahoe for the Tahoe Valley Stormwater & Greenbelt Improvement Project**
Action: Passed **Motion 2022-027** to authorize and direct the Mayor to execute **C-034-2022** Amendment No. 4 to Professional Services Agreement between Cardno and the City of South Lake Tahoe to extend term for one year until June 30, 2023 and add compensation of $64,590 for a total amount not to exceed $736,350.
Public Comment was heard from the following person:
    1. Steve Teshara, Tahoe Chamber

7. **Reimbursement Agreement with South Tahoe Public Utility District for the Bijou Project**
Action: Passed **Motion 2022-028** to authorize and direct the Mayor to execute Agreement **C-033-2022** with South Tahoe Public Utility District for payment in lieu of pavement repair as a result of water line replacement for the Bijou Water Replacement Project.

8. **2021-2022 Master Fee Schedule**
Action: Passed **Resolution 2022-029** adopting the Annual Master Schedule of Fees and Charges for City Services.

Regular-Unfinished Business

9. **Proposed Amendments to Cannabis Ordinance and Public Safety License Ordinance Regarding On-site Consumption, Allowing increased Cultivation Canopy of 22,000 Square Feet, and Allowing Owners and Operators to Hold More Than One Non-Retail Permit**
Action: Moved/Seconded: Creegan/Friedrich
Yes: Creegan, Friedrich and Middlebrook
No: Wallace
Absent: Bass
Action: 1) Passed **Motion 2022-029** finding that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act; and 2) Passed **Motion 2022-030** to hold a first reading (by title only) of an Ordinance (Version 2) amending Article X (Cannabis Regulations) of Chapter 6.55 of the South Lake Tahoe City Code and refer second reading and adoption to the April 5, 2022 meeting.
Public Comment was heard from the following people:
    1. Ed Mosur
    2. Benjamin Mytelka, Redefining Organics.
Written Comment was heard from the following person:
    3. Lionel Hutz

10. Cannabis Revenue Policy, Grant Program Process and Guidelines
Action: Moved/Seconded: Wallace/Friedrich
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Passed **Resolution 2022-030** adopting the Cannabis Revenue Policy, Grant Program Process and Guidelines.
Public Comment was heard from the following person:
1. Ed Mosur

Written Comment was heard from the following person:
2. Lionel Hutz

Regular-New Business City Council

11. Police Department Annual Report 2021
Action: Received and Filed.

12. Appropriation of State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) for Park Projects
Action: Moved/Seconded: Friedrich/Creegan
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Passed **Resolution 2022-031** appropriating SLFRF funds in the amount of $50,000 for the acquisition of solar trash compactors to be placed throughout City parks and $35,000 for proposed maintenance improvements to the City's Bike Park.
Public Comment was heard from the following people:
1. David Gregorich, Parks and Recreation Commissioner
2. Steve Teshara, Tahoe Chamber

13. 2021 General Plan Annual Report and Surplus Land Inventory
Note: Staff provided a PowerPoint presentation
Action: Moved/Seconded: Creegan/Wallace
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: 1) Passed **Resolution 2022-032** accepting the General Plan Annual Report for 2021; and, 2) Passed **Resolution 2022-033** declaring surplus land inventory.

14. Fiscal Year 2021-2022 Mid-Year Budget Review, Amendments to the Allocated Permanent Position Listing, and Five Year Financial Plan Update
Note: Staff provided a PowerPoint presentation
Action: Moved/Seconded: Friedrich/Creegan
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Passed **Resolution 2022-034** approving FY 2021-2022 Mid-Year Budget Adjustments and Amendments to the Allocated Permanent Position Listing for Changes Made during Mid-Year.
City Council provided consensus, directing the City Manager to bring back a discussion item on increasing the City's General Fund Reserve.

15. Joint application with El Dorado County for Grant from U.S. Economic Development Administration (EDA) for Middle-Mile Broadband Implementation
Action: Moved/Seconded: Creegan/Friedrich
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Passed **Resolution 2022-035** 1) Authorizing the Department of Public Works to jointly submit a grant application to the U.S. Economic Development Administration (EDA) in collaboration with El Dorado County for Middle-Mile Broadband Implementation along US 50 and 89; and 2) Committing to the match funding requirements in the total amount of $1,128,000 from 2021-2022 American Rescue Plan Act funding.
The following person addressed the City Council:

1. Diane Kruse, NEO Connect *provided a PowerPoint presentation

16. Grant Applications to Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for Complete Streets Programmatic Master Plan and Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project
Action: Moved/Seconded: Wallace/Creegan
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Passed **Resolution 2022-036** 1) Authorizing the Department of Public Works to submit two grant applications through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program; and 2) Committing to the match funding requirement in the amount of $480,000 for the Complete Streets Programmatic Master Plan and $400,000 for the Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project from the undesignated General Funds.
Public Comment was heard from the following person:

1. Ed Mosur

Note: Item 20 was pulled forward in the Agenda with consent of Council.

<u>Regular New Business - Parking Authority</u>

20. Adoption of Bylaws of the Parking Authority of the City of South Lake Tahoe
Action: Moved/Seconded: Wallace/Creegan
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Passed **Parking Authority Resolution 2022-002** adopting the official Bylaws of the Parking Authority of the City of South Lake Tahoe.
Public Comment was heard from the following person:

1. Ed Mosur

Written Comment was received from the following person:

2. David Gregorich

Note: City Manager presented items 17, 18 and 19 in unison.

Public Comment on Items 17, 18, and 19 was heard from the following people:

1. David Gregorich
2. Ed Mosur

Regular New Business City Council (cont.)

17. Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority
Action: Moved/Seconded: Wallace/Friedrich
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Passed **Resolution 2022-037** approving **C-032-2022** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.

Regular New Business - South Tahoe Redevelopment Successor Agency

18. Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority
Action: Moved/Seconded: Wallace/Creegan
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Acting as the Board of the South Tahoe Redevelopment Successor Agency, Passed **STRSA Resolution 2022-002** Approving **C-032-2022** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.

Regular New Business Parking Authority (cont.)

19. Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority
Action: Moved/Seconded: Wallace/Middlebrook
Yes: Creegan, Friedrich, Middlebrook, and Wallace
Absent: Bass
Action: Acting as the Board of Parking Authority of the City of South Lake Tahoe, Passed **Parking Authority Resolution 2022-001** Approving **C-032-2022** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.

Agenda Planning Calendar

21. Agenda Planning Calendar
Action: Received.

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

City Clerk

1. Noted Public Communication from Hardin.

City Manager:

1. City Lifeguard positions

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

Councilmember Friedrich:

1. First Multi-Cultural Festival September 24

Councilmember Creegan:

1. Clean Tahoe and Solid Waste JPA upcoming meetings

Mayor Middlebrook:

1. Strategic Planning meeting
2. Tahoe Prosperity Center Envision Tahoe

Adjournment

At 8:34 p.m. Mayor Middlebrook adjourned the meeting.

_____
Devin Middlebrook, Mayor

Attest:

_____
Date

_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 4

Agenda Item: Agreement for Consultant Services to Develop a "Reach Code" for Enhanced Building Code Requirements With Integrated Design 360, LLC

Executive Summary: To implement the Climate Action Plan (CAP) strategy to "Reduce Energy Consumption, Improve Efficiency, and Install Renewable Energy in New Construction" the CAP directs the City to explore potential "reach" codes that include energy efficiency measures beyond state requirements for new construction. The City released a Request for Proposals from consultants that could provide technical support and analysis to assist City staff in developing a reach code and is recommending entering into a Professional Services Agreement with Integrated Design 360, LLC. The Professional Services Agreement would be funded through $50,000 in American Rescue Plan Act (ARPA) funding and $24,543 in previously budgeted funds for contract services.

Requested Action / Suggested Motions: Pass a Resolution authorizing $50,000 of American Rescue Plan Act (ARPA) funds for Reach Code development and authorizing and directing the Mayor to execute an Agreement for consultant services to develop a reach code with Integrated Design 360, LLC in an amount not to exceed $74,543.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 5540-6024

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

Attachments:

01-Staff Report - Reach Code.docx
02-Resolution - Reach Code.docx
03-Agreement with Integrated Design 360LLC.

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

Meeting Date: April 5, 2022

Title: Professional Services Agreement with Integrated Design 360, LLC for consultant services to develop a reach code

Location: City-wide

Responsible Staff Member: Hilary Roverud, Director of Development Services
John James, Building Official

Background: In October 2020, the City Council adopted its first Climate Action Plan (CAP) which serves as a long-term plan to reduce greenhouse gas (GHG) emissions from community activities, as well as prepare for the impacts of climate change. One of many GHG reduction strategies contained in the CAP is to "Reduce Energy Consumption, Improve Efficiency, and Install Renewable Energy in New Construction." To implement this strategy, the CAP directs the City to explore potential "reach" codes that include energy efficiency measures beyond state requirements for new construction.

Issue and Discussion: The City released a Request for Proposals from consultants that could provide technical support and analysis to assist City staff in developing a reach code on January 4, 2022 with proposals due by February 7, 2022 (See Attachment 01). One proposal was received from Integrated Design 360, LLC (ID360). The proposal was reviewed by City staff and determined to be a responsive proposal. City staff discussed the scope of work with Melanie Jacobson, ID360 Principal, and requested that additional tasks be included. Tasks 3k and 6 were included to address the potential need for cost benefit and economic impact analysis in addition to analysis that is expected to be provided by the California Energy Commission (CEC). The need for this task will be determined after completion of the CEC analysis and meetings with stakeholders. A presentation to City Council as part of Task 2 was also added in order to provide an opportunity for City Council to provide input on the process after initial research and community/stakeholder outreach is conducted. The organization of stakeholder and community meetings was also modified to provide two of each type of meeting.

Financial Implications: The proposed Professional Services Agreement with ID360 contains a not to exceed amount of $74,543.

On August 17, 2021 City Council discussed the results of a community survey representing a variety of projects and programs that would be eligible for American Rescue Plan Act (ARPA) and Coronavirus State and Local Fiscal Recovery Funds (SLFRF). Conducting community participation and economic analysis to determine the effectiveness and feasibility of reach code options was chosen by City Council as a viable use of ARPA funding and the City Council supported the use of $50,000 in ARPA funds for this project.

The SLFRF funding is subject to the requirements specified in the Interim Final Rule adopted by Treasury, which describes whether a program, project, or services is an eligible use.

Prohibited uses clearly outlined in Treasury guidance include:

- Deposits to Reserves or Rainy-Day Funds
- Deposits to Pension Funds for unfunded liabilities (current service costs may be eligible)
- Debt Service Payments
- Offset to tax cuts caused by a change in local law.

Outside of these restrictions, the City has substantial discretion to use the funds in ways that best suit the needs of the community – if the use fits into one of the following four statutory categories:

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

On January 6th, 2022 the U.S. Department of the Treasury issued the Final Rule for the SLFRF program. The final rule provides state and local governments with increased flexibility to pursue a wider range of uses, as well as greater simplicity so the government can focus on responding to the crisis in the communities and maximizing the impact of their funds. In addition to several expansions to the above categories, it provided the option to elect a standard allowance for revenue loss rather than calculating revenue loss through the formula. Under this option, Treasury presumes that up to $10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services." On February 1, 2022, the City Council through Resolution 2022-019, elected the provision of a "standard allowance" for the allocated to the City $5,309,994 to spend on government services through the period of performance.

The attached resolution would appropriate $50,000 from SLFRF funds to the Building and Safety contract services account (10003110 42025). An additional $24,543 in previously budgeted funds for contract services will fund the remaining balance of the professional services agreement with Integrated Design 360, LLC.

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: None**.**

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

April 5, 2022

Authorizing $50,000 of American Rescue Plan Act (ARPA) Funds for Reach Code Development and Authorizing and Directing the Mayor to Execute an Agreement for Consultant Services to develop a Reach Code With Integrated Design 360, LLC in an Amount Not to Exceed $74,543

BACKGROUND

A. The American Rescue Plan Act (ARPA) (Public Law No. 117-2) was signed into law by the President of the United States on March 11, 2021.

B. The Act appropriated Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with population under 50,000 (referred to as non-entitlement units of local government).

C. On June 15, 2021 the City Council adopted Resolution 2021-052 establishing the special fund “Local Fiscal Recovery Fund” and authorizing the Director of Finance to accept all funds received under the American Rescue Plan Act and deposit them in the Local Fiscal Recovery Fund.

D. On August 17, 2021 the City Council considered a list of potential projects for ARPA funding and the community outreach and economic analysis for development of a REACH code was chosen by City Council as a viable use of ARPA funding and directed staff to move forward in developing the scope of work and estimated costs.

E. On January 6, 2022, the U.S. Department of the Treasury issued the Final Rule for the SLFRF program that provides increased flexibility allowing recipients elect a “standard allowance” of up to $10 million (not to exceed the award amount) to replace lost public sector revenue to pay for “government services”, with streamlined reporting requirements.

F. On February 1, 2022, the City Council adopted Resolution 2022-019 electing the provision of a “standard allowance” of up to $10 million provided in the Treasury Final Rule to spend on government services through the period of performance, for the allocated to the City $5,309,994 to be received in two tranches.

G. In October 2020, the City Council adopted its first Climate Action Plan (CAP) which serves as a long-term plan to reduce greenhouse gas (GHG) emissions from community activities, as well as prepare for the impacts of climate change. One of many GHG reduction strategies contained in the CAP is to “Reduce Energy Consumption, Improve Efficiency, and Install Renewable Energy in New Construction.”

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

1. Finds that community outreach and economic analysis to support development of a Reach Code is a suitable use of ARPA funds for the provision of government services.
2. Authorizes the appropriation of ARPA funds into the fiscal year 2021/2022 budget as follows:

Fund/Account	**Description**	**Revenue (Increase) Decrease**	**Expense Increase (Decrease)**
264-01952-33132	Appropriate Funds into ARPA Revenue Account	($50,000)	
264-01952-50001	Transfer out to General Fund		$50,000
100-03110-36375	Transfer in from ARPA (264)	($50,000)	
100-03110-42025	Contract Services		$50,000

3. Authorizes and directs the Mayor to execute a Professional Services Agreement with Integrated Design 360, LLC for consultant services to assist City staff in developing a Reach Code in an amount not to exceed $74,543.

Adopted by the City of South Lake Tahoe City Council on April 5, 2022 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 5th day of April, 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Integrated Design 360, LLC.("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 18 months.

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 **$74,543** 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. Notwithstanding the foregoing, City's ownership of the Deliverables will not include any ownership interest in Consultant's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or Consultant's seal, stamp, or certification. Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant's will remain the property of Consultant's. Notwithstanding the foregoing, nothing herein will require the alteration, modification, deletion, or destruction of (a) computer back-up media made in the ordinary course of business, (b) one archival copy of the Confidential Information, and/or (c) information required by law to be preserved, provided that any such information is maintained in confidence pursuant to this Agreement.

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 for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances (Standard of Care). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse City from paying for Work rendered, or result in liability to Consultant's. The Standard of Care is not a warranty or guarantee, and Consultant has no such obligation, express or implied, with respect to professional services. Nothing in this Agreement will be interpreted to require Consultant to perform professional services to any higher standard or have any obligation in the performance of professional services in excess of what is required by the Standard of Care, and this SECTION will control over any contrary provision. NO WARRANTY EXPRESS OR IMPLIED SHALL BE PROVIDED UNDER THIS CONTRACT, AND CONSULTANT HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, and employees from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all reasonable costs and expenses in connection therein)(Claims), by third-parties to the extent such Claims are 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 of the extent of Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the

acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

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

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

15. Insurance Requirements.

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

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

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 and sent via email. 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: Melanie Jacobson, Principal
809 Laurel Street #308
San Carlos, CA 94070

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, which shall not be unreasonably withheld. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

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

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

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

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

        i. The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

33. Limitation of Liability.

a. Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages.

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 _____
Devin Middlebrook, Mayor	Melanie Jacobson, Principal
Date _____	Date _____

Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

Heather Stroud, City Attorney

ATTEST:

By_____ Date _____

Susan Blankenship, City Clerk

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

ID360 WORKPLAN: POLICY DEVELOPMENT & ADOPTION			
#	Task Name	Duration	Total Hours
	Task 1 - Program Initiation & Project Management		**34.0**
a	o **Project Definition Meeting & Develop Schedule**: Organize and attend a project definition conference call with the City staff project lead to discuss strategy and overall project. Assumes meeting prep with Agenda, attend meeting, and deliver meeting minutes and project schedule.	**1 week**	12.0
b	o **Project Kick-off:** Organize and attend a project Kick off with City Staff to discuss the project scope, goals, timeline and deliverables. Assumes meeting prep with Agenda and PowerPoint, attend meeting, and deliver meeting minutes.	**1 Day**	12.0
c	o **Progress Meetings:** Attend a monthly project meeting with City Staff to discuss progress to date on the Workplan and address any coordination items and technical requirements.	**Monthly**	10.0
	Task 2 - Perform and Report Initial Research		**40.0**
d	o **Preliminary Policy Analysis Report**: Collaborate with City Staff to obtain relevant permit data of the past two calendar years. Perform an analysis of the permit data and suggest permit type(s) that would be most relevant for application of an energy reach code in the City of South Lake Tahoe. The report will cover relevant state and local building codes and best practices related to building electrification and energy efficiency of new and existing buildings. The report will contain a range of energy saving building policies feasible for implementation in climate zone 16.	**1 week**	23.0
e	o **Presentation, Meeting Materials, and Attend City Council Session:** Provide a memorandum summary of the permit data analysis and energy reach code policy summary suggestions for the City Council study session. The style of content will target a non-technical audience without specialized knowledge in energy codes. Provide content for 12-15 PowerPoint slides to support the meeting.	**1 Day**	17.0
	Task 3 - Community Outreach and Develop Draft Policy Criteria		**121.0**
f	o **Industry Stakeholder Engagement Meetings Agenda Development, Marketing, and Technical Support**: Attend and facilitate two (2) 90-minute industry stakeholder engagement meetings with local contractors, architects, and building owners for gathering feedback on the energy reach code regulation. For each meeting the following will be prepared: a) community meeting agendas, b) powerpoints, c) "Event Brite" webpage for signup, d) email blast to stakeholders e) correspondance with community members via email as directed by City staff, f) meeting minutes. Assemble results into a summary table and narrative paragraphs to use in the staff report.	**8 weeks**	18.0

g	o **Community Engagement Meetings Agenda Development, Marketing, and Technical Support**: Attend and facilitate two (2) 90-minute community member engagement meetings with local members of the South Lake Tahoe Community for gathering feedback on the energy reach code regulation. For each meeting the following will be prepared: a) community meeting agendas, b) powerpoints, c) "Event Brite" webpage for signup, d) email blast to stakeholders e) correspondance with community members via email as directed by City staff, f) meeting minutes. Assemble results into a summary table and narrative paragraphs to use in the staff report.	**8 weeks**	18.0
h	o **Develop Policy Direction Matrix with 'strawman' model code regulation in Excel and Update throughout Tasks 2 and 3:** Using the list of ideal policy requirements from City Staff, create the outline of the policy language to be used as a baseline. The matrix is a tool to house and think through the details of the possible model code language, the interested community organizations, educational aspects, compliance process, related municipal code sections, etc. The matrix will house the cost-effectiveness results (developed by others). The intent will be to update and revise the document as the project evolves. Assumes initially one iteration and three (3) round of comments and updates.	**6 weeks**	26.0
i	o **Policy Development, Cost-Effectiveness & Research Support:** Coordinate project content to align with the results of the cost-effectiveness study. Cost-effectiveness study to be performed by others. Perform policy research to support the changes to the policy criteria in the local municipal code. Perform State and Federal policy research for amendment to the State code within the municipal code. Communicate with State and Federal agency staff, as needed, regarding the evolving policy development direction.	**4 weeks**	23.0
j	o **Statewide Cost-Effectiveness Study Analysis:** Perform policy research and analysis on the results and recommendations from the 2022 Statewide Cost-Effectiveness Studies for New Construction with respect to local stakeholder input. Provide feedback and recommendations on next steps in summary memorandum. Staff to determine if Statewide Cost-Effectiveness Study will be used to justify local reach code or if the City will pursue a localized cost-benefit and economic impact analysis (to be performed under task 6).	**4 weeks**	17.0

	Task 4 - Local Policy Adoption, State Agency Approval, Rollout		62.0
k	o **Codification Support:** Deliver the Final Policy Matrix to the project team. Attend one meeting with City Staff to finalize the regulation requirements in coordination with the cost-effectiveness consultant. The final version in the Policy Direction Matrix will house the final model code language. It is assumed that the final code will be written and approved by the City Attorney.	**3 weeks**	23.0
l	o **Staff Report Writing & City Council Meeting Technical Support for Code Adoption/Public Hearing:** Provide technical writing support to assemble Staff Report for model code language. Provide PowerPoint Presentation for Council meeting. Attend one City Council meeting and provide presentation support to City Staff for code adoption. Assumes City Council packet is due six weeks prior to City Council meeting. Assumes PowerPoint Presentation is due two weeks prior to City Council meeting.	**8 weeks**	27.0
m	o **Submittal to the California Energy Commission:** Provide technical writing support to assemble a cover letter to be sent by City Staff to the California Energy Commission. Work with staff to obtain a wet signature to the City Council approved ordinance. The Submittal to the CEC shall include the Cover letter, Staff Report, Ordinance with wet signatures, and the Cost-Effectiveness Study. Remain in regular communication with the Building Official regarding obtaining notice of receipt from CEC. Work with staff to request assignment of a public comment period and preliminary CEC business meeting date. Note: The CEC will only grant a spot on the Business Meeting agenda after the close of the public comment period.	**2 weeks**	3.0
n	o **Support Staff During Statewide Public Comment Period:** Provide technical support to City Staff during the statewide public comment period administered by the California Energy Commission. Address specific questions posed by the CEC and community members during the comment period and before the Business Meeting.	**Up to 15 days**	3.0
o	o **Request CEC Business Meeting Date & Attend CEC Business Meeting by Phone:** Attend CEC Business Meeting, via conference call, to witness approval of local code and to be available to CEC staff immediately following the Business Meeting to address questions. Once approved, work with City Staff to obtain formal letter from CEC for submission to the Building Standards Commission. The City may be required to wait up to 2 months to appear on California Energy Commission Business Meeting agenda. Assumes 60 Days to complete this task to include waiting time to get on agenda. In the event that updates are needed to the ordinance.	**4 Weeks**	3.0
p	o **Support staff to submit to Building Standards Commission:** Support staff to obtain official letter from the CEC to submit to the Building Standards Commission to gain permission to enforce the ordinance. Provide example letter for submittal.	**1 week**	3.0
q	o **Staff Stakeholders List & Coordination Matrix :** Work with senior staff to create an internal coordination matrix as a staff management tool to define coordinated efforts for each type of electrical related permit. Document operational procedures and all existing forms, worksheets, checklists and identify new documents to create. Assumes initially one iteration and one (1) round of comments and updates.	**1 week**	3.0

	Task 5 - Permit Applicant Technical Support		**152.0**
r	o **Create a video summarizing the Energy Reach Code & Electrification topic areas:** Create technical content, audio voiceover, and editing for a 5-minute compliance video summarizing the energy reach code and electrification related permit processes. ID360 to provide audio content and PowerPoint presentation for video and shall perform editing in Camtasia Software.	**4 weeks**	41.0
s	o **Launch Web Page, Video & News Release:** Launch program webpage as developed in Task 2. Work with City Staff to incorporate content, upload guideline, video, and contact info. Provide News Release content for email blasting announcing the new regulation.	**1 week**	15.0
t	o **Energy Reach Code "Green Carpet Service" Technical Support via Phone, Email, and Virtual Counter:** Provide initial technical support to building permit applicants and City Staff by phone, email, and virtual counter support services. Assumes an average of 2-3 hours a week of program support and assumes 2 hours of scheduled "virtual counter hours" each week for the first three months of the program. Deliver a monthly inquiry log that summarizes program activities.	**Monthly**	25.0
	Task 6 - Supplemental Cost-benefit and Economic Impact Analysis (Optional)		**71.0**
u	o **Supplemental Cost-benefit and Economic Impact Analysis:** This task will be executed after Task 3K at the discretion of city staff based on 1) the reach code criteria and items not addressed in the statewide study, and/or 2) feedback requests from community engagement meetings and City Council. The team will develop a custom cost-benefit and economic impact analysis representative of the City's current building development and estimates from local contractors. The study will be performed by TRC as a subcontractor on the project.	**4 weeks**	71.0

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$74,543**
Hourly Rate:	
Principal	**$263.00/hour**
Project Manager	**$167.00/hour**
Associate	**$116.00/hour**
TRC Senior Project Manager	**$185.00/hour**
TRC Technical Project Manager	**$170.00/hour**
Travel and out-of-pocket expenses	**$1,000.00**

(travel is included in the TOTAL (not to exceed amount)

TOTAL (not to exceed)	**$74,543**

TIMELINE

- Task 1 – Program Initiation and Project Management
- Task 2 – Perform and Report Initial Research
- Task 3 – Community Outreach & Develop Draft Policy Criteria
- Task 4 – Local Policy Adoption, State Agency and Rollout
- Task 5 – Permit Applicant Technical Support
- Task 6 - Supplemental Cost-benefit and Economic Impact Analysis (Optional)

SCHEDULE						
	2022				2023	
Task	Q1	Q2	Q3	Q4	Q1	Q2
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
Task 6[1]						

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:
Melanie Jacobson, Principal

By:_____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 5

Agenda Item: License Agreement with the California Tahoe Conservancy for the Tahoe Valley Stormwater & Greenbelt Improvement Project

Executive Summary: The Tahoe Valley Stormwater & Greenbelt Improvement Project is located on City-owned and California Tahoe Conservancy-owned properties. Stormwater treatment, mixed-use recreational trails, and public park improvements are proposed on 17 Conservancy owned parcels. The proposed license agreement authorizes use and occupation of the Conservancy parcels as described within the license agreement by the City and general public for a period of 25 years, with no license fee. Language in the license agreement provides for the option of renewal when the term of the subject license agreement nears expiration.

Requested Action / Suggested Motions: Pass a Motion to approve a License Agreement between the California Tahoe Conservancy and City of South Lake Tahoe to allow the City and the general public to occupy and use the facilities to be constructed on portions of 17 Conservancy-owned parcels for a 25-year term.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Stormwater Program Coordinator

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

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

Attachments:

01-Staff Report_CTC License Agreement.docx
02-Project Location Map.pdf
03-Greenbelt Concept Plan.pdf
04-Conservancy License Agreement.pdf

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

Meeting Date: April 5, 2022

Title: License Agreement with the California Tahoe Conservancy for the Tahoe Valley Stormwater and Greenbelt Improvement Project

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

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

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

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

Proposed Project improvements will lead to a reduction of pollutant loads entering the Upper Truckee River and Lake Tahoe in urban stormwater runoff and beautification and placemaking infrastructure (including improved community park and public open spaces, walking and biking facilities, streetlights, wayfinding signage, playground equipment, and other park amenities).

Tahoe Valley Stormwater and Greenbelt Improvement Project planning and design work occurring over the past several years has included coordination with the California Tahoe Conservancy. During the course of development of Project plans, the Conservancy has assisted Public Works with establishing the overall project boundary and limits of improvements. The Conservancy provided $375,000 in grant funding to support the development of Plans, Specifications, and Engineer's Estimate (PS&E documents) and pre-acquisition property expenses. Recently, the Conservancy Governing Board awarded to the City, a $550,000 Proposition 1 implementation grant contribution to help fund Tahoe Valley Greenbelt construction expenses.

The overall Project area includes 17 Conservancy owned parcels. The proposed license agreement will allow the City and general public to use and occupy a total of 17 Conservancy owned parcels for a term of 25 years. The 17 proposed Conservancy parcels located throughout the overall Project area are identified within the license agreement appendices.

Issue and Discussion: Conservancy owned parcels located within the Tahoe Valley Stormwater and Greenbelt Improvement Project area include water quality treatment basins, mixed-use recreational trails (bicycle and pedestrian paths), and open space within the Greenbelt public park area. Use of the Conservancy owned parcels is essential to completing the Project. Approval of the proposed Conservancy-City license agreement will provide legal access to occupy and use the Conservancy owned parcels (see Attachment 04- Conservancy License Agreement).

Financial Implications: The City is required to operate and maintain Project improvements during the 25-year license agreement term. The proposed Project improvements provide the City with a significant increase of water quality treatment capability while also providing a major public park upgrade to the existing open Greenbelt area (see Attachment 03-Greenbelt Concept Plan).

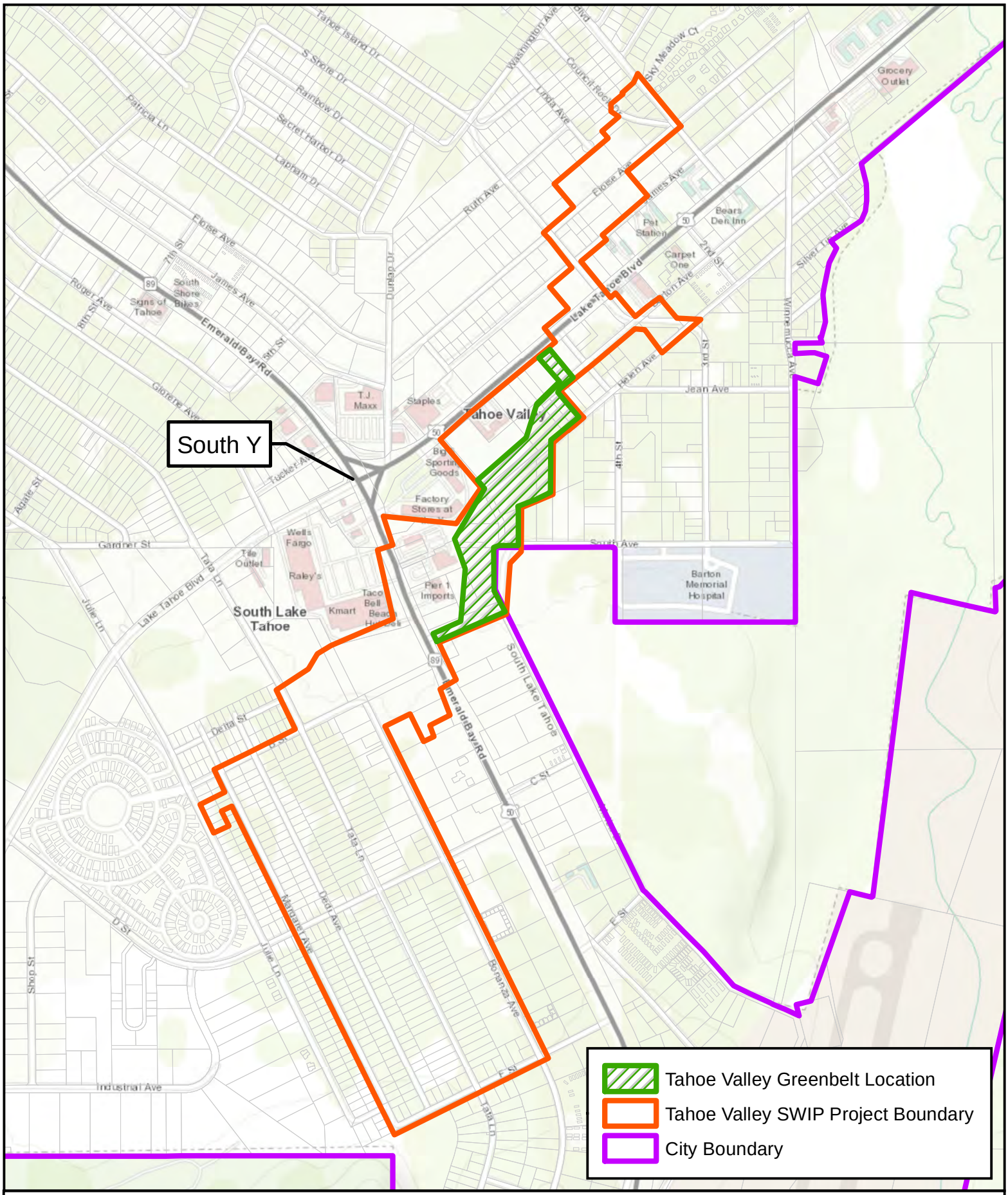
Although the City will be required to maintain the Conservancy owned properties and the proposed City improvements during the term of the license agreement, there is no lease or rental cost charged by the Conservancy to use the properties identified within the license agreement.

Maintenance expenses to the proposed water quality treatment basins and mixed-use recreational trail pavement surfaces will be minimal over the first five to ten years or more following construction. Annual water quality treatment basin and pavement surface maintenance costs are anticipated to be an average annual cost of $5,000 to $10,000 per year.

Environmental Considerations: The Planning Commission adopted the CEQA and Mitigated Negative Declaration for the Greenbelt and Stormwater Improvement Project on May 9, 2019, SCH# 20190292152. The Project TRPA and Lahontan permitting is currently a work in progress; required permitting will be completed before the commencement of construction.

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

- **Action Item 1.4 (Transportation)** to prioritize implementation of mixed-use recreational trails and Class 1 bike trails and closing gaps in the bicycle trail system.
- **Action Item 2.3 (Connectivity)** to facilitate implementation of trail infrastructure prioritizing the connection of bicycle and walking trails, from neighborhoods near the Greenbelt to the South Y commercial area and beyond.
- **Action Item 5.3 (Infrastructure and Maintenance)** by actively seeking funding to develop sustainable infrastructure projects, based on the prioritized capital improvement project list.



CITY OF SOUTH LAKE TAHOE

Department of Public Works - Engineering Division

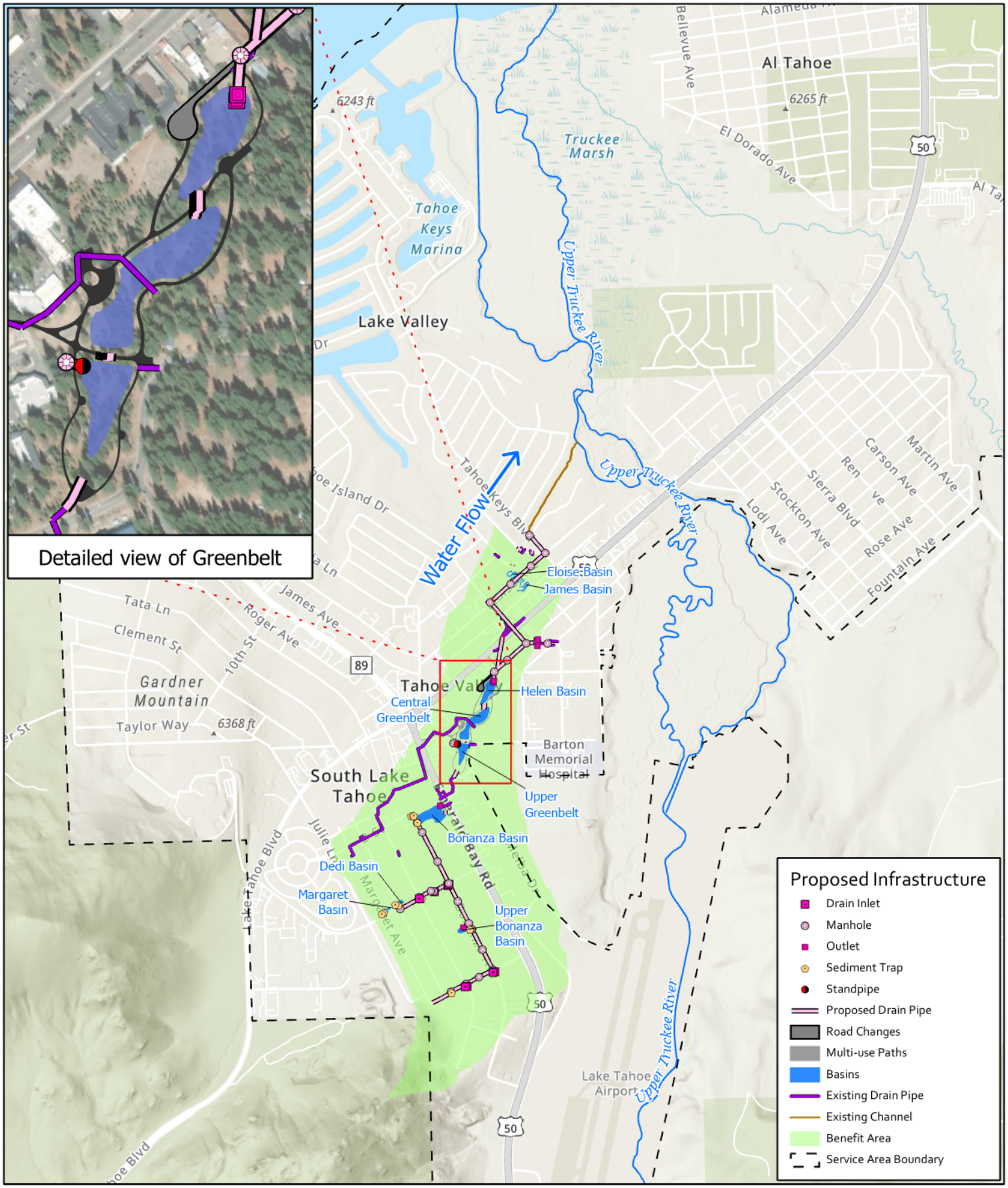
Tahoe Valley Storm Water Improvement Project Area Map

N

0 500 1,000

Feet

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



CITY OF SOUTH LAKE TAHOE

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

Public Works Department - Engineering

N

0 800 2,000 2,000 3,000 4

Feet

Path: J:\GIS files\Projects\Engineering\TahoeValleyGreenbelt\TahoeValleyGreenbelt.aprx | Layout: TVG DAC Project Map | Date Exported: 7/1/2020

CONCEPTUAL PLAN

TAHOE VALLEY GREENBELT

SOUTH LAKE TAHOE, CA • THE CITY OF SOUTH LAKE TAHOE

DESIGNWORKSHOP

June 2018

LICENSE NO. 2022-0214-LT-279

Tahoe Valley Stormwater and Greenbelt Improvement Project

THIS LICENSE AGREEMENT ("Agreement") is made on this ____ day of _____, 2022, by and between the California Tahoe Conservancy, hereinafter called "Licensor," and the City of South Lake Tahoe, hereinafter called "Licensee";

W I T N E S S E T H:

1. License.

Subject to the provisions hereof, Licensor hereby grants to Licensee a license ("License") for:

> Access onto and through, and construction within, portions of El Dorado County Assessment Numbers: 023-211-010; 023-211-044; 023-231-003; 023-231-010; 023-231-012; 023-381-001; 023-381-010; 023-430-040; 023-681-001; 032-141-002; 032-141-003; 032-152-020; 032-278-021; 032-278-022; 032-278-023; 023-241-023 and 032-278-024 ("License Area"), for the purpose of conducting surveys, construction and maintaining the Tahoe Valley Stormwater and Greenbelt Improvement Project ("Project"), which includes constructing and maintaining the improvements described in **Exhibit A** ("Improvements") and as depicted in **Exhibit B**, and all activities and incidental activities related to the Project and the maintenance of the Improvements. Access for construction of the Improvements and access for construction of the Project is limited to the License Area.
>
> Licensee may use necessary heavy equipment to dig, construct, backfill, and may use all equipment the Improvements. During construction of the Improvements, Licensee will enclose the portions of the License Area to be used with construction fencing and utilize appropriate Best Management Practices (BMPs) required for any permits associated with the Project. Licensee may utilize all equipment as reasonably necessary to complete the Project to access the License Area.

Licensee's right to access and use the License Area is nonexclusive, and Licensor and the public shall have the right to enter and use the License Area for any purpose that will not unreasonably interfere with the rights granted to Licensee under this Agreement. Licensee shall use the least restrictive practices available during construction or maintenance activities to mimize impacts on public access to the License Area.

2. Adherence to the Terms of Relevant Grant Agreements.

The terms of this Agreement shall, at all times, be carried out accordance with all terms of any and all grant agreements and subsequent amendments to such grant agreements entered into by Licensee for any and all projects or other actions to be taken on the parcels listed above that are included in the License Area. In the event of any inconsistency between the terms of such a grant and this Agreement, the terms of a grant shall control.

3. Term.

The term ("Term") of this Agreement shall be 25 years, commencing on the date of execution of this Agreement, unless terminated earlier by mutual agreement in writing by all parties to this Agreement or due to breach of the requirements of this Agreement. During the Term, Licensee shall have the right to construct the Project and Improvements, and following completion of construction of the Improvements, Licensee shall be obligated to maintain the Improvements until the end of the Term and pursuant to the terms of any and all grant agreements. The parties may extend the Term by mutual agreement in writing.

4. Access.

Licensor agrees that for the duration of this Agreement, subject to all of the conditions and terms hereof, any employee or agent of Licensee or duly authorized contractor performing construction pursuant to the Improvements may enter upon and use the License Area for the purposes set forth herein.

5. Conditions Precedent to Construction.

In addition to any other conditions contained herein, Licensee shall not begin constructing Improvements within the License Area until Licensee has completed all conditions precendent set forth herein and until Licensee has received all required permits and received required approvals, and Licensor's Executive Director or designee has approved commencement of contruction in writing.

Prior to construction, Licensee shall provide notice as set forth in Section 6, "Public Notice," below.

6. Public Notice.

Licensee shall provide reasonable notice to the public of the Project purpose, duration, and limitations of public access. If reasonable public access is inhibited by activies under this License, Licensee shall post signs showing alternate access routes to recreational areas, if applicable. If alternatives access routes are unavailable, Licensee shall provide reasonable notice to the public of the duration of limitations to public access. Licensee shall provide the public with a method for communicating comments or questions to Licensee, and Licensee shall reasonably respond to all public inquiries regarding the Improvements and the Project for five (5) years from the date of execution of this Agreement.

7. License Fee.

There is no fee required to be paid to Licensor for Licensee's use of the License Area. Licensor has chosen to waive any fee due to water quality and public health and safety benefits of the Improvements.

8. Expenses of Licensee.

Licensee shall bear the sole risk and pay all costs and expenses of whatever kind and nature which arise from this License, including, without limitation, expenses to reconstruct, repair, and restore the License Area to the same or better condition it was in prior to its use by Licensee, as required by Section 14(B) below.

If Licensor shall have made payments on behalf of Licensee for any costs or expenses incurred herein, Licensee shall reimburse Licensor within ten (10) days from the date such costs or expenses were incurred. Licensor shall have a lien on any Licensee-owned property on Licensor's property as security for repayment of said amount.

9. Maintenance of Improvements.

Licensee shall be obligated to operate and maintain the Improvements constructed within the License Area through the Term of this Agreement pursuant to Section three (3). Where additional improvements are constructed pursuant to a project funded in whole or in part by Licensor under a grant agreeement provided by Licensor, such improvements shall be operated and maintained in a manner consistent with the terms and provisions of such grant agreement. Parcels utilized for staging shall be fully restored to natural conditions immediately following construction of the Project and Improvements. Licensor may be excused from its maintenance of the Improvements only upon the written approval of the Executive Director or designee for good cause. "Good cause" includes, but is not limited to, natural disasters which destroy the Improvements and render the Project obsolete or impracticable to rebuild.

10. Qualifications on Use.

Licensee shall neither use nor permit any use of the License Area for any purpose other than that set forth in Section 1 hereof. Licensee will exercise due diligence to not cause any damage while using the License Area and will ensure prompt notification to the Licensor's Executive Director or designee, if any damage occurs.

Licensee shall not do or suffer to be done in or upon said License Area any act or thing which is or may be a nuisance. Licensee shall not use or knowingly permit others to use the License Area for any unlawful purposes. In the event Licensor determines that Licensee's use of the License Area is causing damage to the License Area, Licensee agrees to take corrective measures to eliminate further damage. If any damage is caused to the License Area, Licensee agrees to promptly repair or pay the full replacement value of such damaged property to Licensor, at Licensor's discretion.

This License does not confer upon Licensee any drilling rights or any water or mineral rights or the right to extract or remove any timber existing on the License Area or any water or minerals of any kind or character, including without limitation oil, natural gas, hydrocarbon substances, geothermal steam, or minerals in solution. Unless authorized in writing by Licensor, Licensee shall not destroy, cut, or remove any timber, trees, or firewood standing or lying thereon, or permit others to commit any of said acts on the License Area.

The License Area shall not be used for displaying signs and notices other than those connected with the use of the License Area contemplated by this License.

Licensee shall, at its expense and to the satisfaction of Licensor, keep and maintain the License Area in good order and repair and in a neat and safe condition. If Licensee shall fail to perform its obligations under this section, Licensor may take action so as to keep and maintain the License Area in good order and repair and in a neat and safe condition and Licensee shall reimburse Licensor for all costs associated with such action pursuant to Section 13 of this Agreement.

11. Prior Encumberances.

Licensor makes no representations or warranties concerning the condition of the License Area. This License is subject to all easements, leases, liens, conditions, restrictions, encumbrances, and claims of title which may affect the License Area. Licensee accepts the License Area (including, without limitation, Licensor-owned improvements, if any) in their present condition and without any representation or warranty by Licensor as to the condition of such License Area or improvements, and Licensor shall not be responsible for any defect or change of conditions in the License Area or such improvements, any damage occurring thereto, or for the existence of any violation of any municipal, county, State, bi-state, or federal law, order, rule, regulation, or ordinance.

12. Fees and Assessments.

Licensee shall pay, before they become delinquent, all charges, fees, taxes, and assessments imposed on the License Area by reason of this Agreement. If Licensor makes payments on behalf of Licensee for any charges, fees, taxes, or assessments incurred herein, Licensee shall reimburse Licensor within thirty (30) days from the date Licensor provides notice to Licensee of such costs or expenses.

Licensor has the right to post notices of non-responsibility upon the License Area, and to otherwise notify, actually or constructively, any entity or persons supplying services or materials to the License Area that Licensor is not responsible for the cost thereof. Licensee covenants and agrees to keep the License Area free from any mechanic's or materialmen's liens claimed by any person, firm, or corporation employed by or on behalf of Licensee for any work or services performed under this Agreement. In the event of the filing of any such liens, Licensee shall cause such lien to be released within five (5) days after Licensor's written notice to do so. Licensee shall indemnify and defend Licensor and the State of California against any and all liability, cost, and expense including attorney's fees incurred by Licensor or the State of California as a result of any such lien.

13. Permits.

Licensee shall obtain at its expense all necessary permits and approvals for the use of the License Area. In the event Licensee has not obtained all permits necessary, this License may be

terminated by either party. Licensee shall adhere to the terms of all permits and approvals applicable to the Improvements and the Project.

Licensee shall seek all permits, licenses, and/or approvals applicable to the repair and operation of the facility as contemplated by this Agreement including, but not limited to, building and/or use permits required by any public body having jurisdiction over the Property.

14. Indemnification and Insurance.

A. General.

Licensee agrees to release, hold harmless, indemnify, and defend (with counsel approved by Licensor) Licensor from and against all liability, cost, and expense (including, without limitation, attorney's fees, in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

(a) the use of the License Area or adjacent property by Licensee, and any agent, licensee, contractor, subcontractor, partner, or any other authorized representative of Licensee (other than an agent, employee, or invitee of Licensor); or

(b) Licensee's breach of any provision of this License, whether or not caused or contributed to by the negligence, active or passive or otherwise, of Licensor, its employees, agents, invitees, or any other person.

B. Environmental Impairment.

Licensee, at its expense, shall comply with all applicable laws, regulations, rules, and orders with respect to the use of the License Area, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Licensor.

Licensor shall obtain and comply with the terms and provisions of all licenses, permits, and approvals required by any local, regional, State, bi-state, or federal organization with authority to regulate the activities of Licensee under this License.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the License Area due to Licensee's use and occupancy thereof, Licensee, at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Licensor or any third person, to the satisfaction of Licensor (insofar as the property owned or controlled by Licensor is concerned) and any governmental body having jurisdiction thereover.

Licensee shall indemnify, hold harmless, and defend Licensor against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorney's fees) incurred by Licensor as a result of Licensee's breach of this section, or as a result of any such discharge, leakage, spillage, emission, or pollution, regardless of whether such

liability, cost, or expense arises during or after the License term, unless such liability, cost, or expense is proximately caused solely by the active negligence or Licensor.

Licensee shall pay all amounts due hereunder within thirty (30) days after any such amounts become due.

C. Insurance.

In the event that Licensee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California authorizing such parties to enter onto the License Area, such agreement(s) shall require that Licensee's contractor(s) maintain general liability insurance in an amount of one million dollars ($1,000,000) or such other lesser amount as shall be reasonably approved by Licensor. In addition, Licensee shall make reasonable efforts to ensure that Licensor, and its officers, officials, employees, and volunteers, are included as additional insureds under the insurance required above and that a copy of the endorsements or certificate naming them as additional insureds is furnished to Licensor as soon as is practicable. In the event the contractor or third party is unable to name Licensor as an additional named insured, Licensee shall so notify Licensor. Within five (5) working days thereafter, Licensor shall notify Licensee whether Licensee may proceed with authorizing the contractor to enter upon the License Area.

The company or companies providing such insurance shall have no recourse against Licensor and the State of California, and their members, officers and employees, or any of them, for payment of any premiums or assessments under such insurance. Licensor shall also be provided with notice of any proposed cancellation of insurance.

15. Termination or Expiration.

A. General.

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

B. Surrender of License Area.

Upon completion of construction of the Improvements, Licensee shall discontinue the use of the License Area for construction purposes and, within sixty (60) days, shall remove all personal property of Licensee, including all construction equipment, vehicles, and machinery, from the License Area. Upon completion of construction of the Project and Improvements, Licensee shall restore the unimproved portions of the License Area as nearly as possible to the condition in which they existed at the time of Licensee's initial entry onto the License Area pursuant to this Agreement. If the Licensee and Licensor do not extend Licensee's right to use the License Area before the expiration of the term of this License as set forth in Section 3, Licensee's right to use the License Area for maintenance of the Improvements shall cease immediately.

Property of Licensee not removed from the License Area within sixty (60) days after the termination, revocation, or expiration of this License shall become the property of the Licensor. Licensee agrees to reimburse Licensor for the cost and expense incurred by Licensor in restoration of the License Area and disposing of said property of Licensee not so removed. If Licensee fails to surrender possession of the License Area upon termination or revocation of this License, Licensor shall have the right, to the extent permitted by law, to re-enter the License Area and remove Licensee and any person or entity claiming through Licensee from the License Area.

C. Quitclaim of Rights.

In the event that Licensee obtains any form of property rights, as a result of this License, whether land, water, mineral, or otherwise, upon expiration or abandonment of the License Area by Licensee, Licensee shall, within thirty (30) days after demand from Licensor to do so, execute and deliver, in recordable form, a quit claim deed conveying any and all rights which may have been obtained by Licensee.

16. Default.

Licensee shall be in default under this License if Licensee fails or refuses to perform any other covenant or condition of this License.

If Licensee fails to cure a default within thirty (30) days after notice from Licensor to do so, Licensor shall have the right, without further notice and in addition to any other remedies Licensor may have at law or equity, to revoke this License forthwith and to retake possession of the License Area. If, however, the default is one that cannot reasonably be cured within 30 days, then the parties will meet and confer on a timeline for cure and Licensor will not revoke the License so long as Licensee continues to diligently pursue a cure in a good faith effor to meet the mutually agreeable timeline for cure.

17. Nonwaiver.

Licensor's failure to enforce or exercise its rights under any term, condition, or covenant of this License shall not be construed as a waiver of such rights or such term, condition, or covenant.

18. Attorney's Fees.

If either party takes any steps or brings an action to compel performance of or to recover for breach of any term of this License, the losing party shall pay reasonable attorney's fees of the prevailing party, in addition to the amount of judgment and costs.

19. Notices.

Any notices, demands, or statements herein requested or required to be given by one party to the other shall be in writing. Delivery of such written notice, demand or statement shall be conclusively taken as sufficient if and when delivered in person or deposited in the United States

mail, registered or certified, postage fully prepaid, addressed, if to Licensor at 1061 Third Street, South Lake Tahoe, CA 96150, and, if to Licensee, to the City Manager, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150, with a copy to the City Attorney at the same address. Either party hereto may by written notice change the address to which such notices, demands,or statements may be sent. All payments from Licensee to Licensor shall be made to Licensor at Licensor's address for notices unless Licensor gives Licensee notice of another address for making payments. Licensor may change by written notice the address where payments to Licensor shall be made.

20. Time is of the Essence of this License.

Time is of the essence of this License.

21. Entire Agreement.

The contents of this License are the entire agreement between the parties, relating to the rights granted and the obligations assumed herein. Any oral representations or modifications of this Agreement shall be of no force and effect unless embodied in a subsequent modification in writing signed by the party to be charged.

22. Modification.

This License shall not be modified except by the written agreement of the parties.

23. Licensor and Licensee.

The terms "Licensor" and "Licensee" as used in this License includes each party's members(s), officer(s), contractor(s), agent(s), or employee(s), and the successors and assigns of any of them.

24. No Third Party Beneficiaries.

Nothing in this License is intended to create in the public or any member thereof rights as a third party beneficiary hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first herein written.

CALIFORNIA TAHOE CONSERVANCY

LICENSOR

By: _____

Michael Steeves
General Counsel
1061 Third Street
South Lake Tahoe, CA 96150
(530) 542-5580
Michael.steeves@tahoe.ca.gov

CITY OF SOUTH LAKE TAHOE

LICENSEE

By: _____

Devin Middlebrook
Mayor
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
(530) 208-8199
dmiddlebrook@cityofslt.us

California Tahoe Conservancy Contact:
Scott Cecchi
(530) 208-8323
scott.cecchi@tahoe.ca.gov

Attest Mayor's signature:

Seal:

By: _____

Susan Blankenship, City Clerk

EXHIBIT A

James/Eloise Project Area (north of US50)

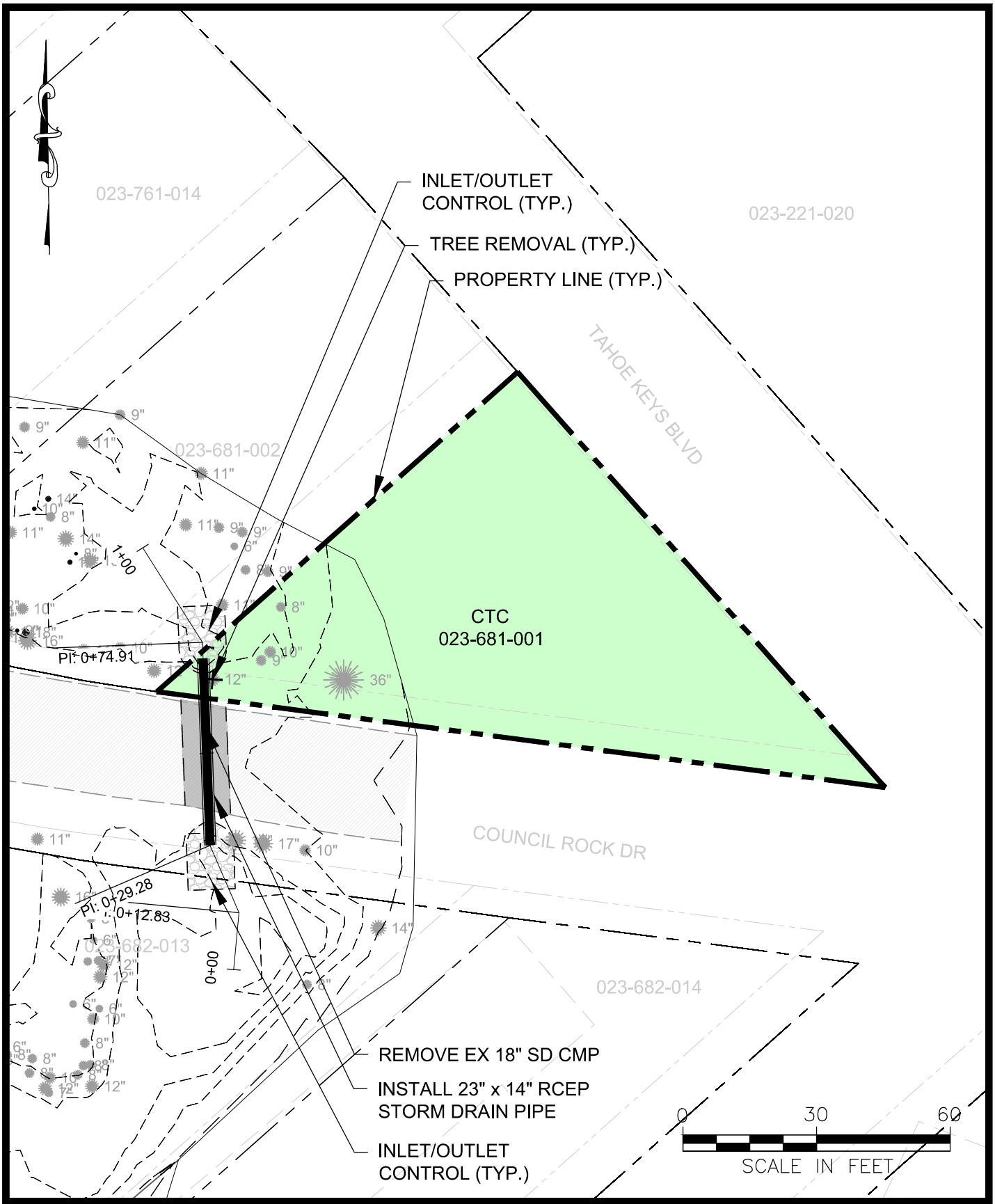
Parcel	Address	Proposed Improvements
023-681-001	969 Council Rock Road	[**Exhibit B-1**] Stormwater roadway culvert, and pipe outlet rock apron/dissipater and channel facilities
023-211-010	2208 Eloise Avenue	[**Exhibit B-2**] Stormwater vegetated channel, and stormwater roadway culvert and pipe outlet rock apron/dissipater and channel facilities
023-211-044	2193 James Avenue	[**Exhibit B-2**] Stormwater channel retrofit, and connectivity to proposed vegetated swale (*Note: existing Caltrans stormwater infiltration gallery from US 50 storm drain system is located on parcel*)

Greenbelt Project Area (central)

023-241-023	2122 Lake Tahoe Blvd.	[**Exhibit B-3**] Multi-use paved trail connector (Greenbelt entry trail); stormwater open space surface conveyance/treatment area; existing stormwater pipeline retrofit/replacement
023-231-010	2113 Helen Avenue	[**Exhibit B-4**] Stormwater treatment basin and riparian SEZ enhancement, and stormwater pipelines; multi-use paved trail, pedestrian lighting, Greenbelt open space, and recreational trail amenities/site furnishings
023-231-012	2108 Barton Avenue	[**Exhibit B-4**] Stormwater treatment basin and riparian SEZ enhancement, stormwater pipelines and basin outlet structure facilities; multi-use paved trail, pedestrian lighting, Greenbelt open space, and recreational trail amenities/site furnishings
023-381-010	2086 Helen Avenue	[**Exhibit B-5**] Stormwater treatment basin and riparian SEZ enhancement; multi-use paved trail, elevated boardwalk, pedestrian lighting, Greenbelt open space, and recreational trail amenities/site furnishings
023-381-001	N/A – (Helen Avenue)	[**Exhibit B-6**] Stormwater treatment basin and riparian SEZ enhancement; multi-use paved trail, and Greenbelt open space
023-231-003	2070 Lake Tahoe Boulevard	[**Exhibit B-6**] Stormwater treatment basin and riparian SEZ enhancement; multi-use paved trail, and Greenbelt open space
023-430-040	N/A – (B Street)	[**Exhibit B-7**] Stormwater treatment basin, stormwater channel retrofit, and riparian SEZ enhancement; native soil/DG walking trails, footbridge structure, and Greenbelt open space

Bonanza Project Area (west of US50 / SR89)

032-141-002	1100 Emerald Bay Road	[**Exhibit B-8**] Stormwater treatment basin; stormwater inlet/sediment trap, pipeline and pipe outlet rock apron/dissipater, and basin outlet structure facilities; and wood buck/pole barrier fencing
032-141-003	1120 Emerald Bay Road	[**Exhibit B-8**] Stormwater treatment basin
032-152-020	1234 Bonanza Avenue	[**Exhibit B-9**] Stormwater treatment basin; stormwater pipeline and pipe outlet rock apron/dissipater, and basin outlet structure facilities; and wood buck/pole barrier fencing
032-278-021	1177 Margaret Avenue	[**Exhibit B-10**] Stormwater treatment basin; stormwater inlet, pipeline and pipe outlet rock apron/dissipater facilities; and wood buck/pole barrier fencing
032-278-022	1881 D Street	[**Exhibit B-10**] Stormwater treatment basin; and wood buck/pole barrier fencing
032-278-023	1885 D Street	[**Exhibit B-10**] Stormwater treatment basin; and wood buck/pole barrier fencing
032-278-024	1889 D Street	[**Exhibit B-10**] Stormwater treatment basin; pipeline and pipe outlet rock apron/dissipater, and basin outlet structure facilities; and wood buck/pole barrier fencing



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RENO, NV 89511
TEL: (775) 828-4362 FAX: (775) 851-8046
WWW.CARDNO.COM

LICENSE AGREEMENT
TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT
APN: 023-681-001

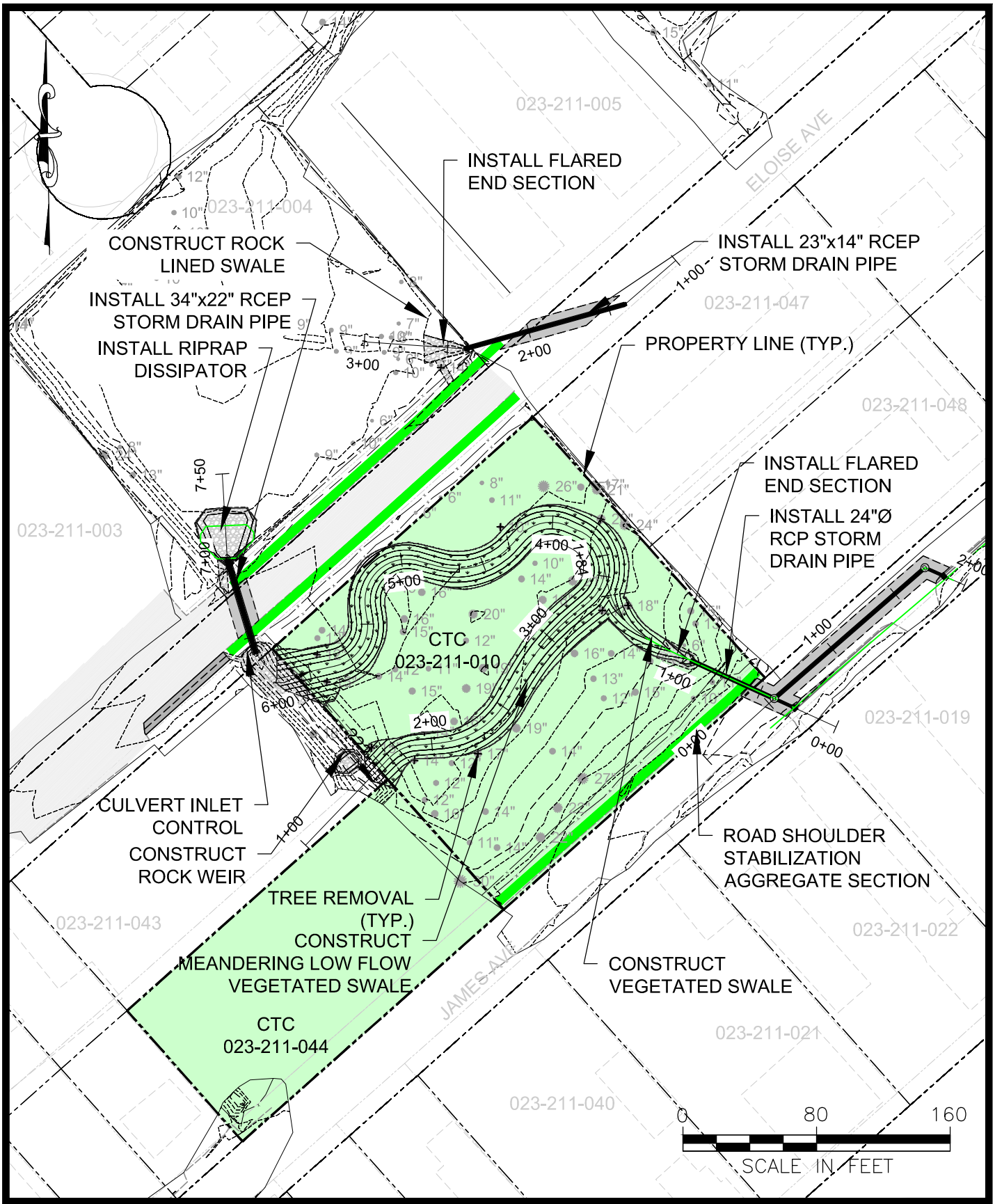
CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

Date: 11/2021
Scale: 1"=30'

EXHIBIT
B-1

Job No:E3204006000



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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 023-211-010 & 023-211-044

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

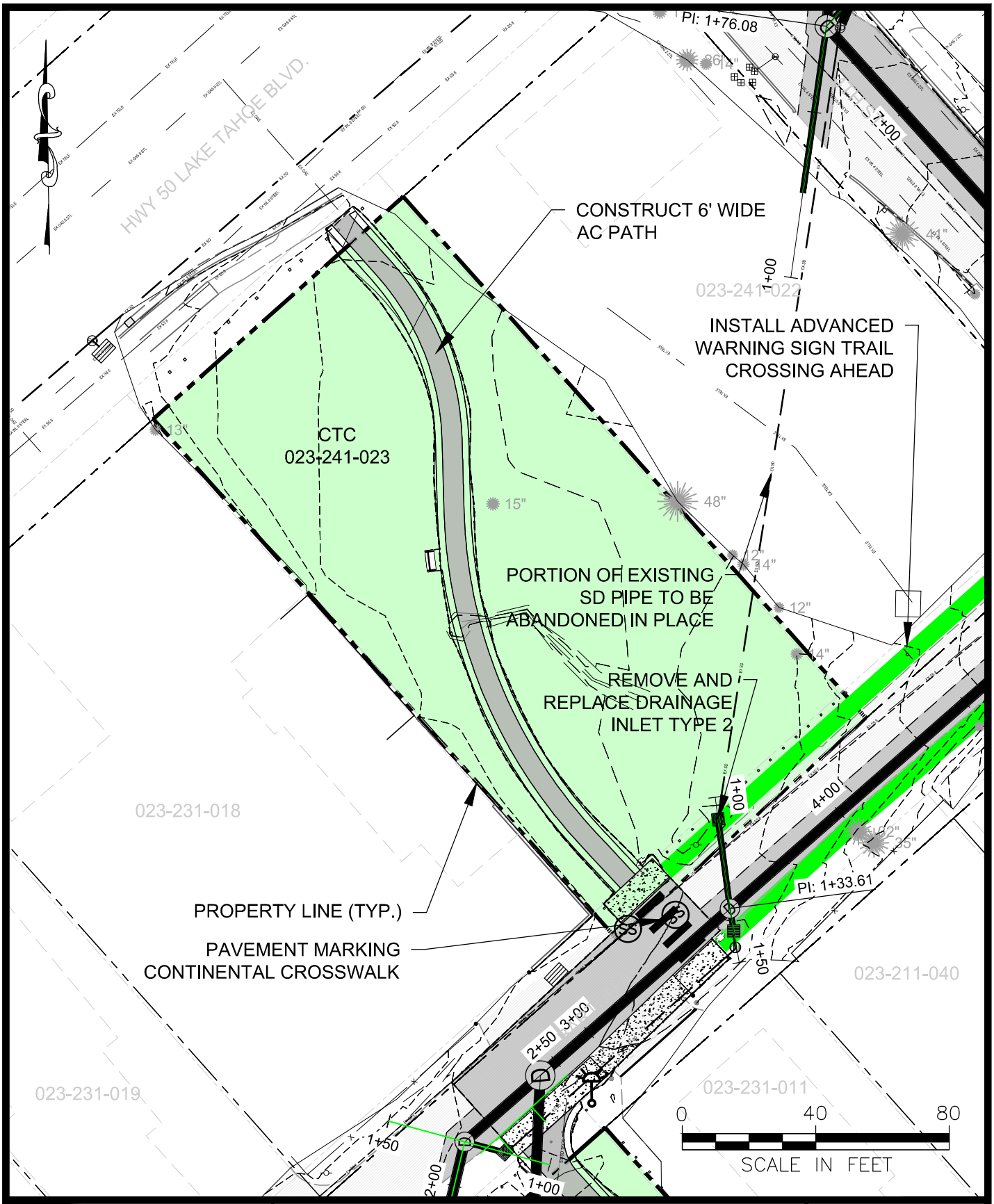
Date: 11/2021

Scale: 1"=80'

EXHIBIT

B-2

Job No:E3204006000



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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 023-241-023

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

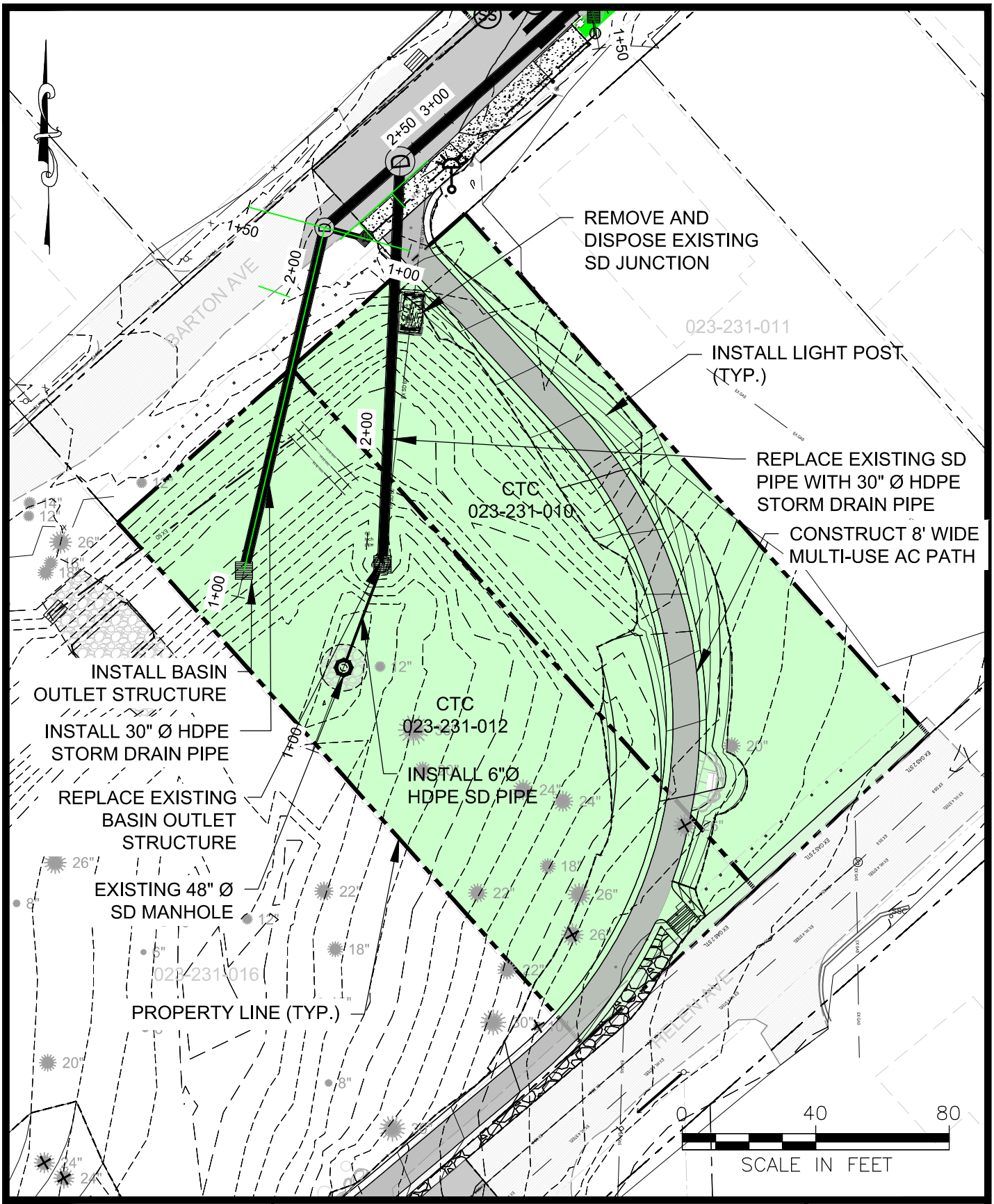
Date: 11/2021

Scale: 1"=40'

EXHIBIT

B-3

Job No:E3204006000



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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 023-231-010 & 023-231-012

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

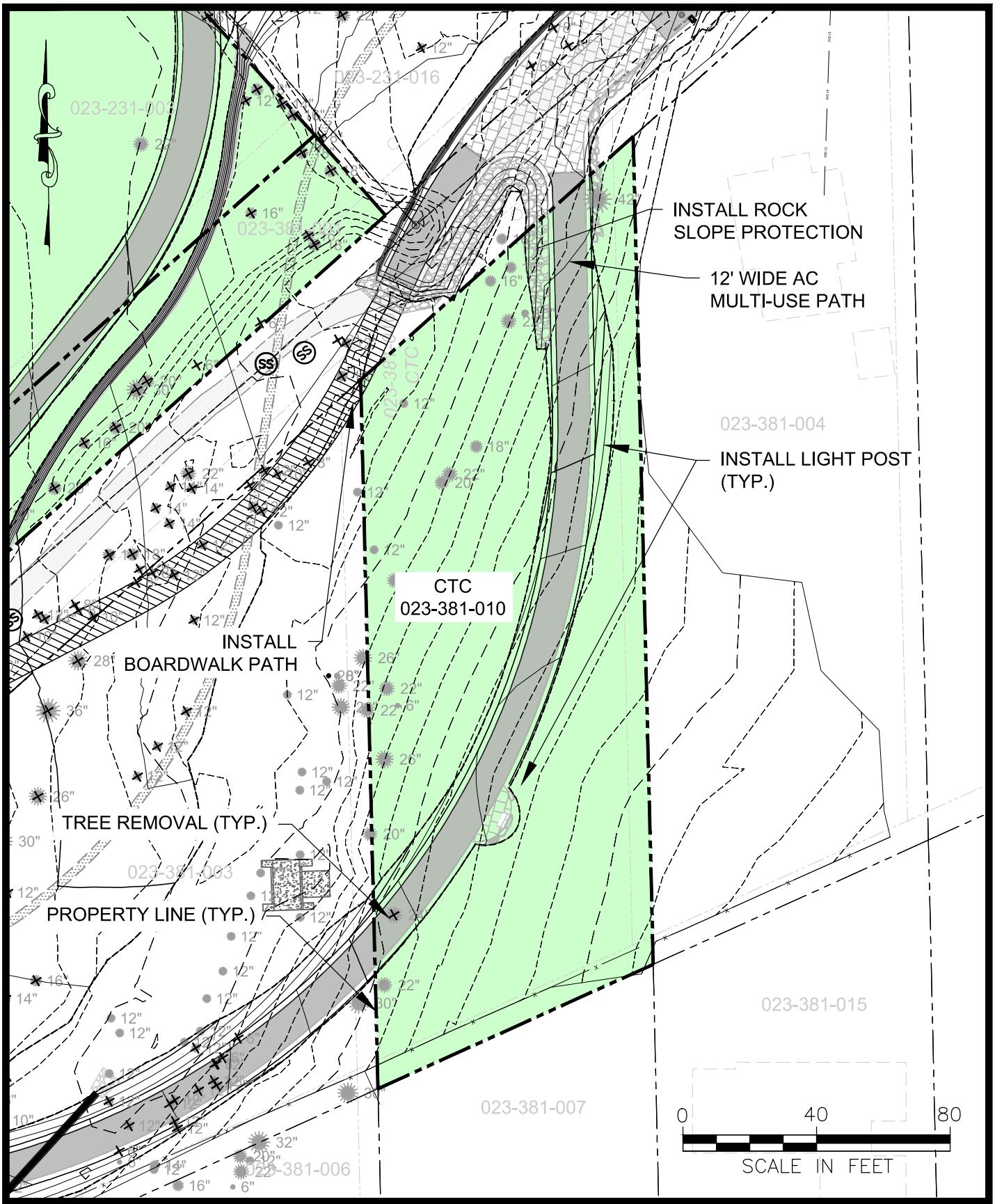
Date: 11/2021

Scale: 1"=40'

EXHIBIT

B-4

Job No:E3204006000



Cardno

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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 023-381-010

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

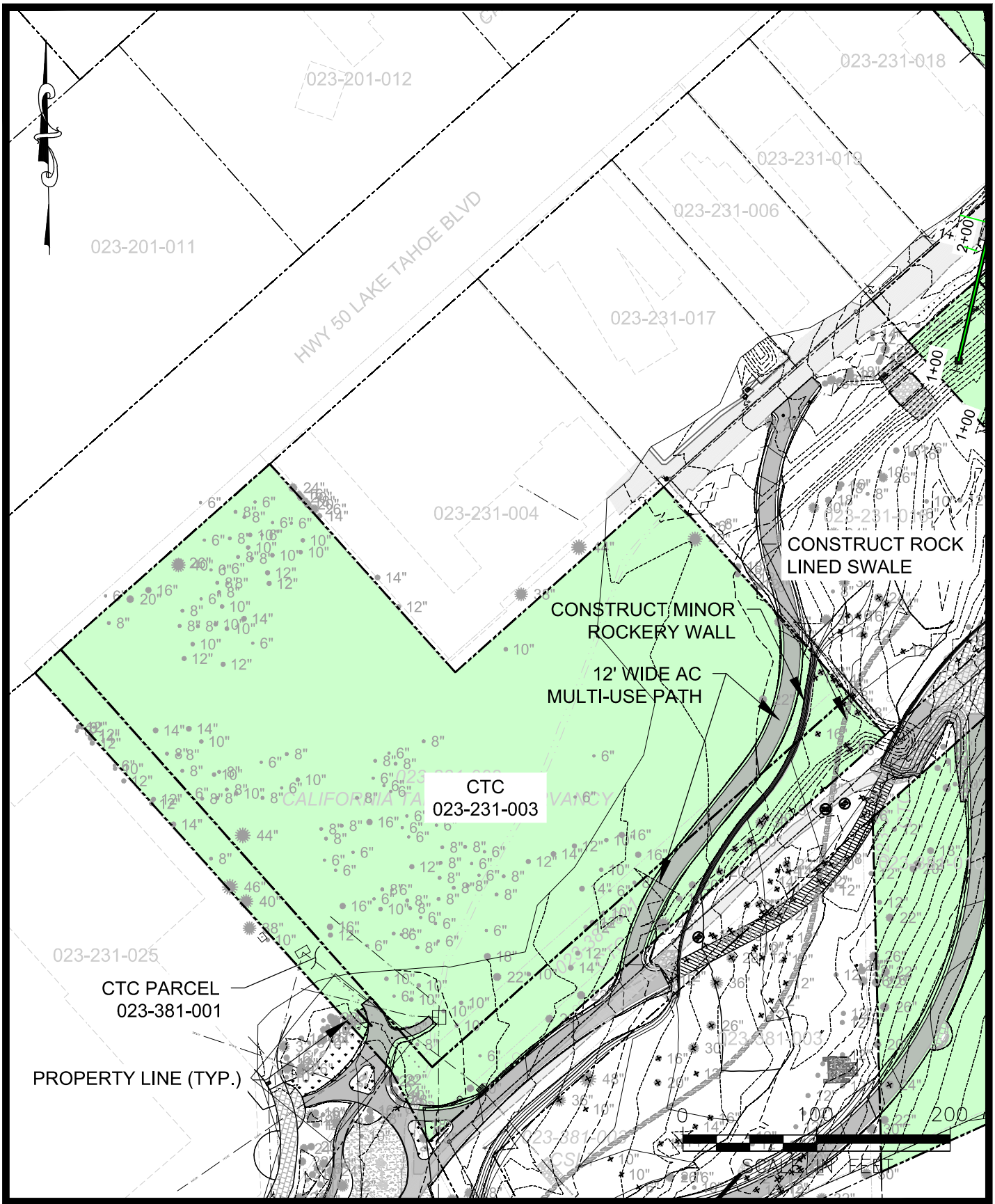
Date: 11/2021

Scale: 1"=40'

EXHIBIT

B-5

Job No:E3204006000



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5496 RENO CORPORATE DRIVE
RENO, NV 89511
TEL: (775) 828-4362 FAX: (775) 851-8046
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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 023-381-001 & 023-231-003

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

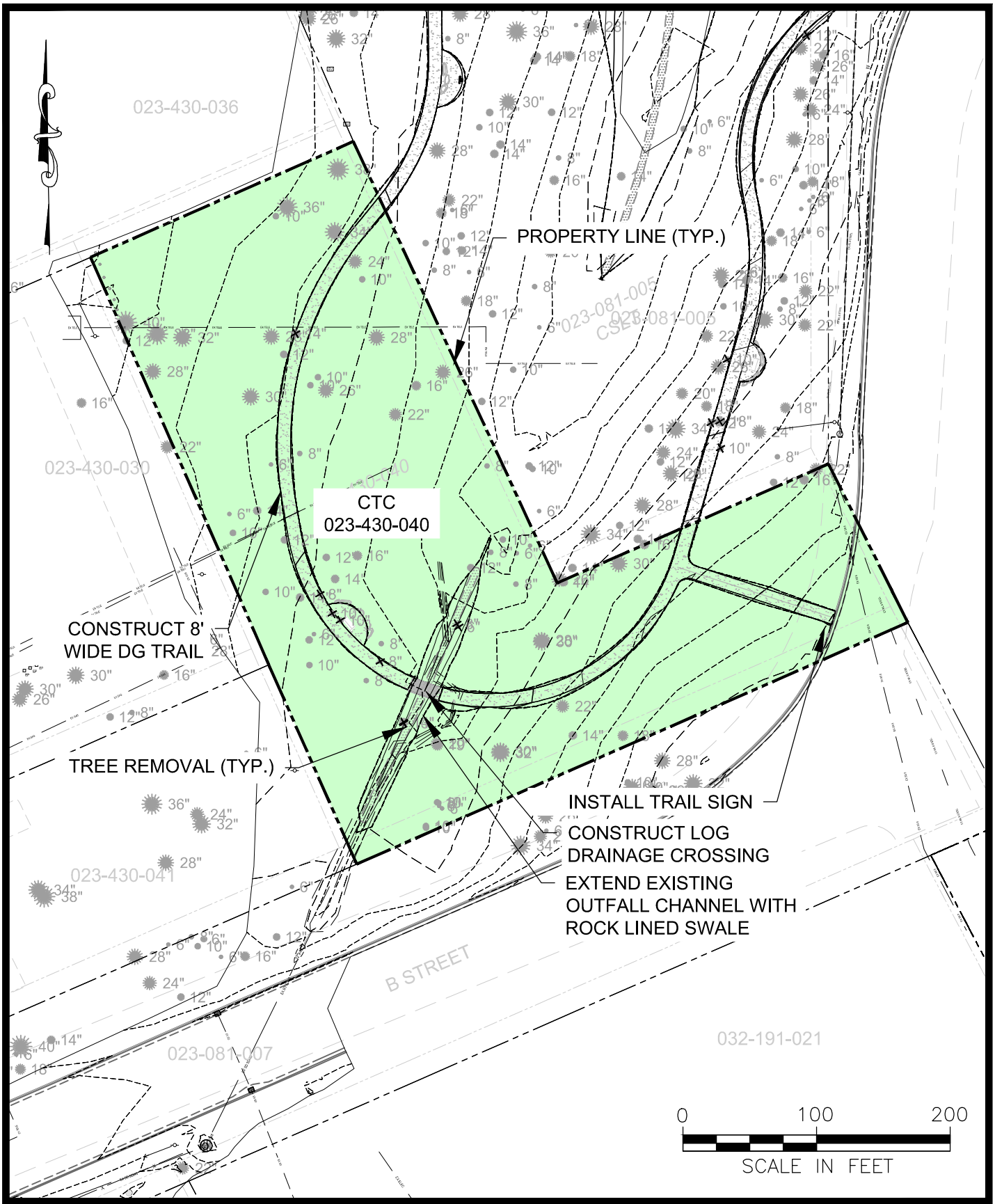
Date: 11/2021

Scale: 1"=100'

EXHIBIT

B-6

Job No:E3204006000



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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 023-430-040

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

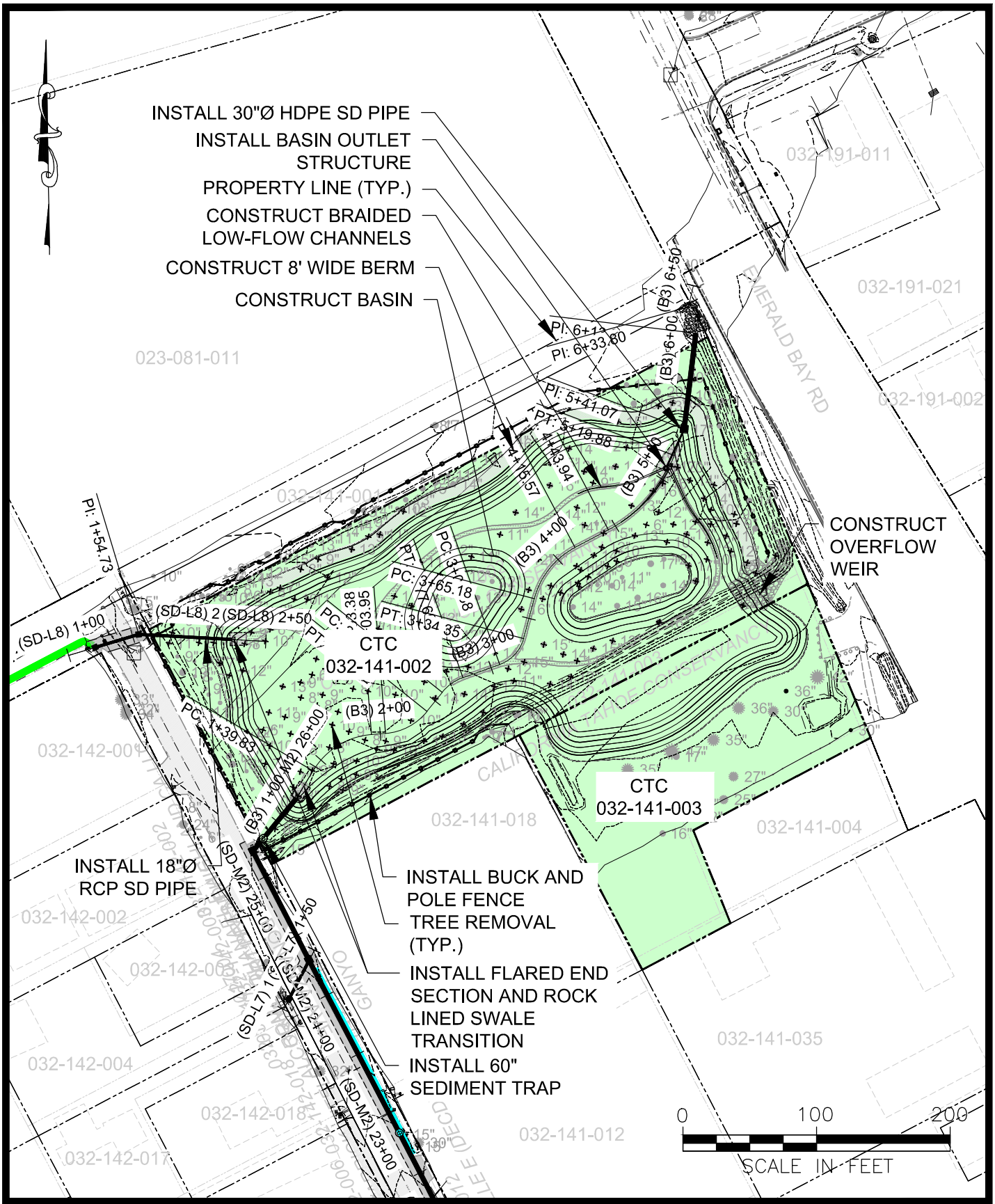
Date: 11/2021

Scale: 1"=100'

EXHIBIT

B-7

Job No:E3204006000



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RENO, NV 89511
TEL: (775) 828-4362 FAX: (775) 851-8046
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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 032-141-002 & 032-141-003

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

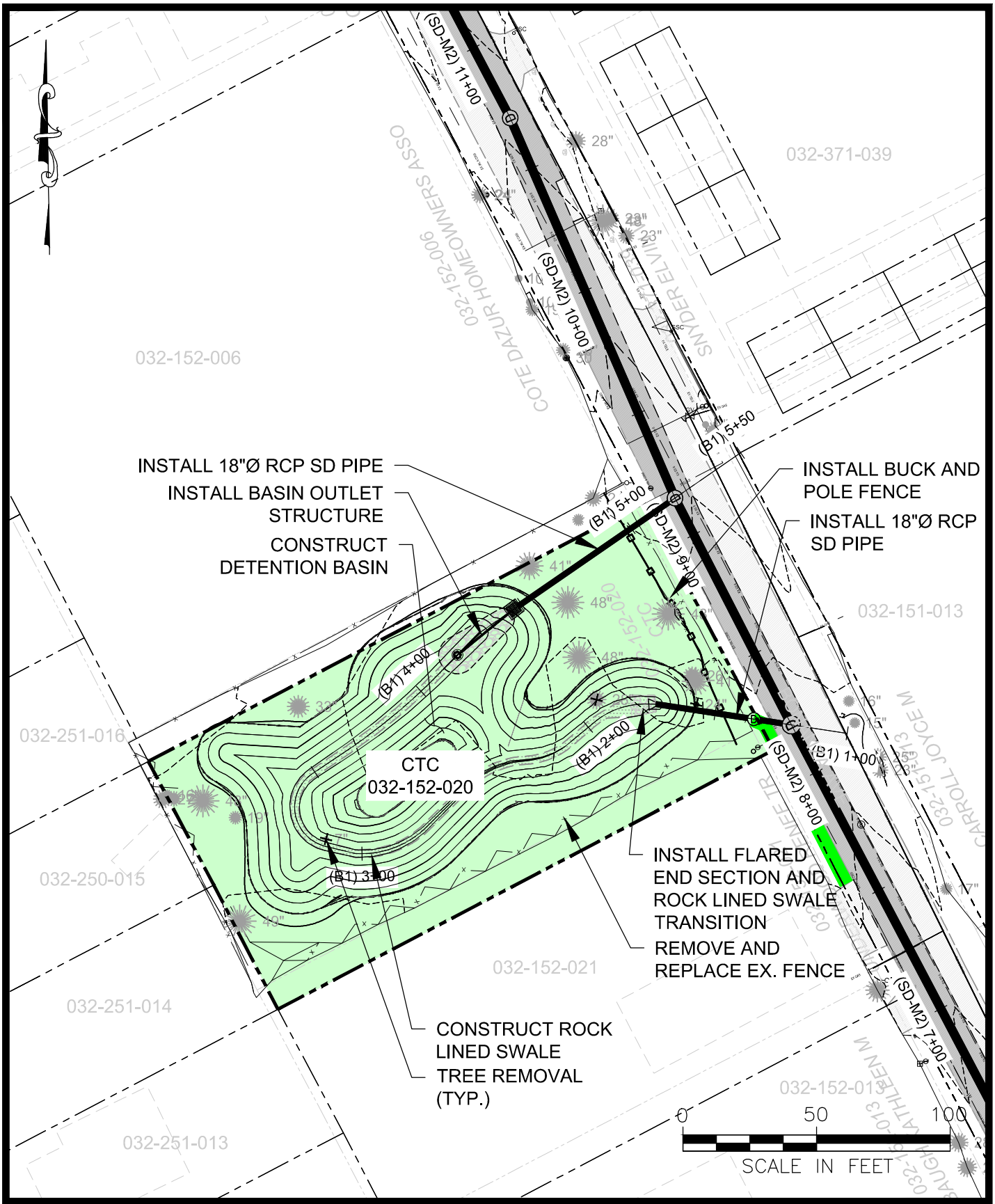
Date: 11/2021

Scale: 1"=100'

EXHIBIT

B-8

Job No:E3204006000



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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 032-152-020

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

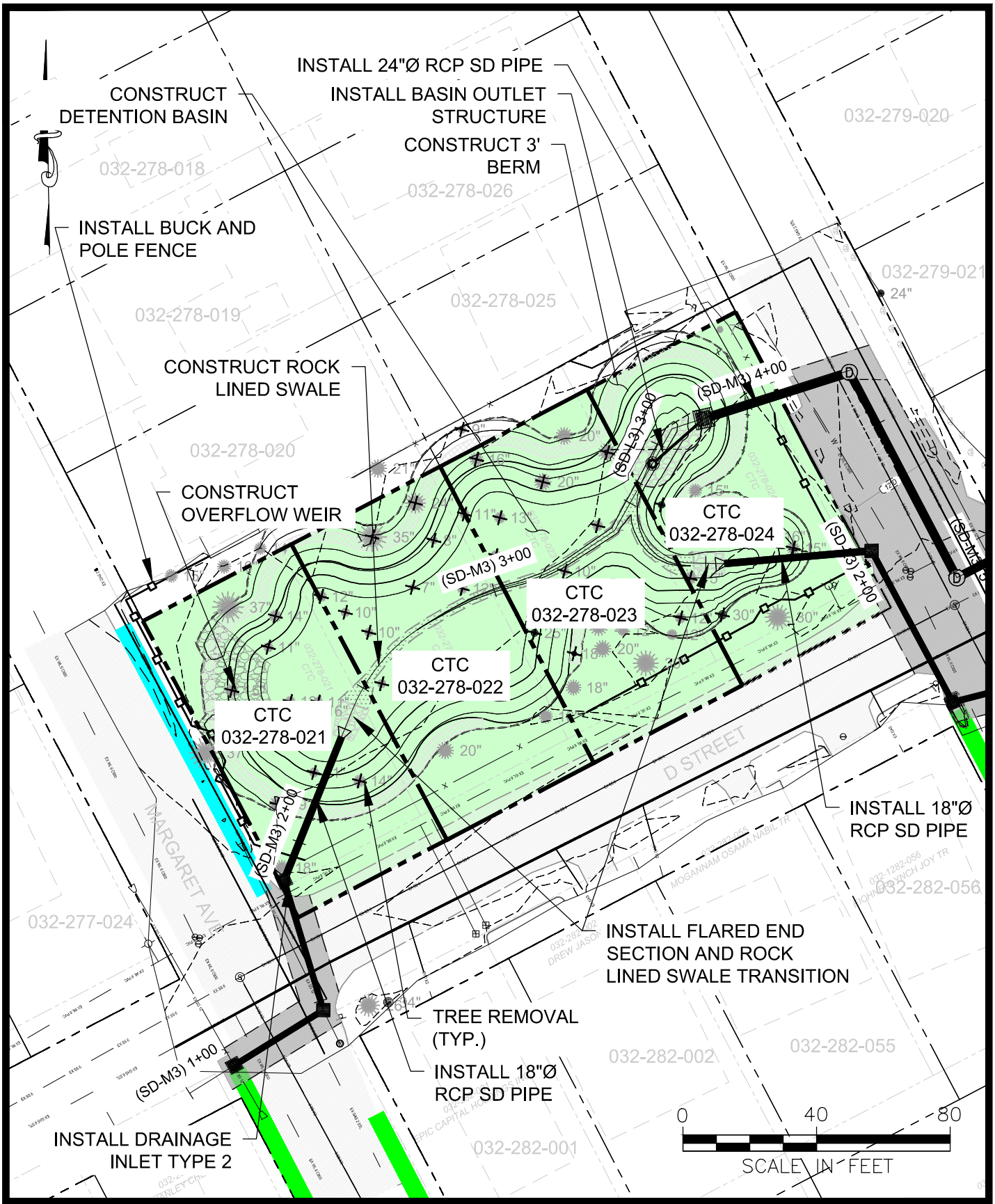
Date: 11/2021

Scale: 1"=50'

EXHIBIT

B-9

Job No:E3204006000



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RENO, NV 89511
TEL: (775) 828-4362 FAX: (775) 851-8046
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LICENSE AGREEMENT

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT

APN: 032-278-021, 032-278-022, 032-278-023, 032-278-024

CTC PROPERTY BOUNDARY

EL DORADO COUNTY CALIFORNIA

Date: 11/2021

Scale: 1"=40'

EXHIBIT

B-10

Job No:E3204006000

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 6

Agenda Item: Agreement for Third Party Plan Review Services for Multi-Generational Recreation and Aquatics Facility with BPR Consulting Group

Executive Summary: After a competitive Request for Proposals process, staff recommends awarding the agreement for third party plan review to BPR Consulting Group of El Dorado Hills, California.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Professional Services Agreement with BPR Consulting Group in the amount of $42,800 with an additional contract contingency of 10% ($4,280) for third party plan review services.
Responsible Staff Member: Jim Marino, Capital Improvements Manager

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027

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

Attachments:

01-Staff Report Recreation Center Plan Review Services.docx
02 - BPR Proposal.pdf
03-Agreement with BPR.docx

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

Meeting Date: April 5, 2022

Title: Agreement for Third Party Plan Review Services for the Multi-generational Recreation and Aquatics Facility Project

Location: 1150 Rufus Allen Boulevard, South Lake Tahoe, CA

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027.

Background:

- July 28, 2020, the City Council approved the agreement for Architectural and Engineering Services with Jordan Knighton of Tahoe City California for the design development of the City's new Multi-generational Recreation and Aquatics Center.
- August 2020 – City and consultant began the preliminary scoping of facility size, location, and program elements
- October through December 2020 – City and Consultant refine and verify programming and conceptual designs through internal meetings, external stakeholder meetings, and public meetings.
- January 2021 - Final program is achieved, and Programming Report is generated and distributed to the project team.
- March 02, 2021 – Consultant presents Programming Report to City Council.
- August 2021 – Schematic Design Development phase of the facility and site completed.
- December 2021 – Design Development Phase of the facility and site is completed.

Issue and Discussion:
Typically, on many City projects, Department of Public Works staff work directly with staff from the Planning and Building Department regarding plan review of city projects. However, the large scale of the proposed Multi-generational Recreation and Aquatics center require third party plan review.

The Multi-generational Recreation and Aquatics Center project is a complex project requiring significant resources to review structural, mechanical, electrical, plumbing, building envelop, LEED, and energy components for conformity to code.

Recognizing this need, and in discussion with the project team, staff began the process of soliciting qualifications of firms to provide third party plan review services. Staff released a Request for Proposals (RFP) for third party plan review services to the public on January 24, 2022.

Three hundred and eighty-nine (389) firms specializing in plan review were electronically notified. Forty-Six (46) firms registered as bidders and downloaded the RFP documents.

Electronic submittals were received by the Department of Public Works on February 14, 2022. The City received nine (9) proposals. *Table A* below lists the firms who submitted qualifications.

	Firm	Location
1	CSG Consultants Inc	Sacramento, CA
2	4Leaf Inc	Fair Oaks, CA
3	West Coast Code Consultants	San Ramon, CA
4	Shums Coda Associates	Pleasanton, CA
5	Interwest Consulting Group	Roseville, CA
6	True North Compliance Services	Long Beach, CA
7	BPR Consulting Group	El Dorado Hills, CA
8	The Code Group (VCA)	Orange, CA
9	Bureau Veritas North America	Sacramento, CA

Table A – Firms submitting Statement of Qualifications

All submittals received were distributed to the three (3) members of the City's evaluation team. Each one of the team members independently evaluated, then numerically scored each proposal based on criteria set forth in the RFP. The scores of the evaluators were then added to achieve a cumulative score which provided the ranking.

Table B below lists the scoring/rank.

Rank	Firm	Cumulative Score
1	BPR Consulting Group	275.0
2	West Coast Code	273.0
3	Interwest Consulting Group	272.0
4	Bureau Veritas North America	257.0
5	The Code Group (VCA)	256.0
6	Shums Coda Associates	246.0
7	CSG Consultants Inc	245.0
8	True North Compliance Services	237.0
9	4Leaf Inc	233.0

Table B – Cumulative Score and Rank

Upon review and scoring of the proposal submitted by BPR Consulting Group (attachment 02) and subsequent discussion, staff has determined BPR Consulting Group is capable, and effectively understands the scope of work required to provide the third-party plan review services for the project as specified by the City. *Table C* details the cost breakdown by Major Task.

	Task (BPR Consulting Group)	Cost
1	Initial Plan Review and Comments	$21,800.00
2	Second Iteration Plan Review and Comments	$8,600.00
3	Third Iteration Plan Review and Comments	$3,800.00
4	Final Plan Review and Approvals	$2,400.00
5	Deferred Submittals	$6,200.00
	Total	**$42,800.00**

Table C –Plan Review Services Cost Breakdown by Major Task

Financial Implications:

Anticipating the need for this service, the city appropriated Measure P funds sufficient for this agreement, plus a 10% contingency, into the project account 301-60018-42025 at the FY 21/22 budget adoption

As such, staff is recommending award of a Professional Services Agreement to BPR Consulting Group of El Dorado Hills, CA in the amount of $42,800 and allocate a contract contingency of 10% ($4,280) for third party plan review services for the project.

Environmental Considerations:

To evaluate the potential environmental impacts of the Recreation and Aquatics Center, Ascent Environmental prepared an Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to the California Environmental Quality Act (CEQA). The Draft IS/MND provides an analysis of the potential for the project to result in significant environmental impacts. Areas of analysis include aesthetics, agriculture and forestry, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, utility and services systems, and additional mandatory findings of significance related to potential cumulative impacts. The analysis concluded that the proposed project could have an impacts in the following resource areas: cultural resources, hazards and hazardous materials, noise, tribal cultural resources, utilities and service systems, and cumulative impacts. However, the IS/MND incorporates mitigation measures that would reduce all impacts to a less than significant.

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 located in the El Dorado Recreation Area and furthers mutual agency goals to enhance the recreation experience for residents and visitors.

PROPOSAL TO PROVIDE
PLAN REVIEW AND PERMIT PROCESSING SERVICES

CITY OF SOUTH LAKE TAHOE
RECREATION AND AQUATICS CENTER PROJECT

BPR

CONSULTING GROUP

February 14, 2022

BPR

CONSULTING GROUP

Safe Buildings for Your Community

Efficient Professional Services

2201 Francisco Drive | Suite 140-658 | El Dorado Hills, CA 95762
www.bpr-grp.com
916.562.3600

COVER LETTER

February 14, 2022

Mr. Jim Marino, Capital Improvements Manager
City of South Lake Tahoe Public Works Department
1740 D Street
South Lake Tahoe, CA 96150

RE: Proposal to Provide Plan Review and Permit Processing Services
City of South Lake Tahoe Recreation and Aquatics Center

Dear Mr. Marino,

Thank you for the opportunity to present this Proposal, which provides a detailed overview of the plan review and permit processing services provided by BPR Consulting Group (BPR). We appreciate your time reviewing this Proposal and look forward to the opportunity to provide plan review and permit processing services in support of the new City of South Lake Tahoe Recreation and Aquatics Center project. We understand that the City is looking to partner with consultants equipped with the proper credentials, experience, interest, and expertise to perform the requested services. We believe BPR Consulting Group is well equipped to provide the City with the services you are seeking in an efficient, professional and customer focused manner.

Our talented staff of Plans Examiners, Licensed Engineers, CASp experts and Permit Technicians have extensive experience providing all aspects of building department services, including review of capital improvement projects and review of projects for compliance with local City of South Lake Tahoe requirements. As highlighted in our proposal, our staff has provided similar building department plan review services for multiple aquatic center projects including constructability review services when requested. We have worked with public agencies throughout California and Nevada providing code compliance plan review services in support of capital improvement projects. Additionally, we have experience with projects located in snow country gleaned through our work providing plan review services for the Cities of South Lake Tahoe and Big Bear Lake, Counties of Placer and Alpine and the Town of Truckee.

BPR Consulting Group's staff of experienced building safety personnel provide quality, thorough plan review and permit processing services for our clients. Our staff of qualified professionals and our expertise allows us to quickly and efficiently review complex projects to identify and articulate code deficiencies in a logical, detailed, and thorough manner in support of major building projects. Unlike the large national firms, BPR services are focused on supporting California communities in the delivery of high-quality building department services, tailored to your needs, with the goal of exceeding our clients' expectations by:

- Providing all services in a **timely and cost-effective** manner.

- Providing **highly qualified and experienced personnel** who have the ability to effectively communicate and explain relevant code requirements.
- Utilizing **experience gained from plan reviews of similar recreation and aquatics center projects** to the benefit of your project.
- Effectively communicating with all members of the project team as needed to **quickly and efficiently resolve code related project issues**.

BPR's staff of Plans Examiners, Engineers and Certified Access Specialists are all appropriately licensed in the State of California or ICC Certified and are experienced and well-versed in providing the requested services to Building Departments. We believe our past experience providing similar services in support of recreation and aquatic center projects coupled with our highly qualified staff and experience with projects located in snow country will allow us to provide the requested services in a thorough, timely and efficient manner. I will be the primary point of contact for the City of South Lake Tahoe Public Works Department. Roger Peterson will be the secondary contact for the City to ensure no disruptions in service. Our contact information is as follows:

Bill Rodgers, SE
Principal-in-Charge/Project Manager
BPR Consulting Group
2201 Francisco Drive, Suite 140-658
El Dorado Hills, CA 95762
brodgers@bpr-grp.com
O | 916.562.3600
C | 916.662.0665

Roger Peterson, SE
Plan Review Manager
BPR Consulting Group
2201 Francisco Drive, Suite 140-658
El Dorado Hills, CA 95762
rpeterson@bpr-grp.com
O | 916.562.3600
C | 916.202.2902

As a principal of BPR Consulting Group, I am authorized to bind the firm to all commitments made in our proposal and am available to address any questions that may arise during the period of proposal evaluation.

I certify that this proposal will remain valid for a period of 120 Calendar days from the date of submittal.

Please feel free to contact me if you have any questions concerning our qualifications or the services we provide. Thank you for taking the time to review our qualifications. We look forward to the opportunity to work with you and the City of South Lake Tahoe on this exciting project.

Sincerely,

BPR CONSULTING GROUP

Bill Rodgers, SE
Principal / Project Manager

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APPENDIX A
RESUMES

EXECUTIVE SUMMARY

BPR Consulting Group understands the City desires to partner with a qualified consulting firm equipped with the experience and technical qualifications related to building construction, California State Building Standards and local codes necessary to provide comprehensive and thorough plan review and permit processing services for the City of South Lake Tahoe's Recreation and Aquatics Center project.

We are familiar with this project. In our previous engagement, we performed and oversaw a preliminary review of this project at the request of John James, Chief Building Official for the City of South Lake Tahoe. We understand the project entails the development of a 10.2 acre site for a public Recreation and Aquatics Center. The project will include the construction of an approximately 63,000 square foot building to house an indoor lap pool, activity pool, restroom facilities, offices, pool equipment room, mechanical room, electrical room, kitchen, crafts room, gymnasium, and an indoor walking trail. Construction will also include associated site improvements and is set to break ground in June 2022 (civil / utility work) and vertical construction anticipated to begin in May of 2023.

The BPR Team is confident we can assist the South Lake Tahoe Recreation and Aquatics Center in meeting its mission of "being both a recreation hub for residents and a destination for visitors with flexible spaces which complement existing recreational opportunities in the community."

The plan review function will be coordinated with the City's Building and Planning Department, but the contract will be managed by the Department of Public Works. The selected consultant team will report to the City's Building Official and also interact with the City's Project Manager. We understand that all communication will be coordinated with City staff and the plan review consultant shall not contact the project designers unless directed to do so by the City's Project Manager. Per the project schedule we understand that plan review services are to commence on April 6th of this year and plan approval shall not be recommended to the City until all code compliance issues have been resolved.

Only professionally qualified staff shall participate in the plan review for this project and assigned plan review staff shall respond to questions related to our plan reviews within one business day. We understand that all plan reviews, including transport of project documents, are to be accomplished via electronic format. Plan reviews are to be accomplished utilizing BlueBeam. The initial plan review is to be completed within 14 business days and subsequent reviews are to be completed within 10 business days. Plan review of all deferred approval items are to be included with our services. All plan review comments are subject to review of the City's representatives and any noted deficiencies, clarifications or requested changes to our review comments are to be accomplished within 24 hours. We further understand and accept the penalties identified in the RFP for any reviews completed beyond the identified plan review periods.

We believe our proposal demonstrates that BPR Consulting Group is well equipped to provide the City of South Lake Tahoe with the exceptional services you expect and has an experienced and appropriately licensed and/or certified staff that is well qualified to provide the requested services in a professional and timely manner.

We propose to provide a qualified team experienced with similar aquatics projects to complete structural and non-structural plan reviews including plan review of deferred submittals for compliance with all applicable codes including the City of South Lake Tahoe's City Code.

Our key objectives in providing these services to the City of South Lake Tahoe are as follows:

- **To provide timely and responsive plan review services with clear and concise comments to ensure an expedient review and approval process.**
- **To utilize our wealth of code knowledge and experience reviewing other recreation and aquatic center projects to your benefit.**
- **To be responsive to your specific project needs.**
- **To provide a well-equipped and responsive staff who have the appropriate experience, certifications, and knowledge to complete the assigned work on time and within budget.**

Section C of this proposal provides a brief overview of our company's background and services offered to our clients. We specify the location of our office which is conveniently located in El Dorado Hills, CA and is in close proximity to the City of South Lake Tahoe. We also list the professional staff we propose to provide the requested services to the City of South Lake Tahoe. As shown, we have a well-qualified team with the appropriate licenses, certifications, and availability to provide superior services to the City of South Lake Tahoe.

In ***Section D*** of this proposal, we outline our capabilities and describe our general approach and methodology for providing the requested code compliance plan review service. We describe our customer service policies and procedures and specify our turn-around times which correspond with the City's expectations. Our role and mission is to provide the following:

- A **team of professionals** with high-level experience and skills.
- A detailed and thorough **code compliance plan review** to minimize code related issues during construction.
- **Licensed Plan Review Engineers and/or ICC Certified Plans Examiners** for thorough and timely plan review services.
- **Progressive plan review services** for this major and unique project.
- A **high level of customer service** to both internal and external customers.

In ***Section E*** of this proposal, we specify our proposed fees for this project along with a detailed cost proposal listing staff, title, hourly rate, overhead and incidental costs. Our goal is to provide Services in a **cost-effective manner** that remain within budget constraints.

In ***Section F*** of this proposal, we provide a description of our recent and relevant recreation and aquatic center project experience of which BPR staff members provided plan review services. In this section we have also included references in which we encourage you to contact.

Within ***Appendix A*** you will find full resumes for all staff proposed to provide the plan review services as identified in this proposal.

COMPANY HISTORY, BACKGROUND & EXPERIENCE

Seamlessly integrating municipal service professionals in support of public agencies is BPR Consulting Group's sole purpose and the basis on which we were founded. BPR Consulting Group was founded by three experienced veterans of the Building Safety industry with extensive experience providing the same services as being requested by the City of South Lake Tahoe throughout California. The founders of BPR have a 20 year history working together and were largely responsible for the development of one of the largest and most successful building safety firms on the West Coast. Following a private equity acquisition of that firm, BPR Consulting Group was founded in order to maintain our shared values of providing quality services and a very high level of customer service to our clients. Our focus is to support California building departments in a professional manner by providing efficient, timely and professional building safety services for the communities we serve. We have extensive experience providing all aspects of building safety services, including plan review and inspection services for high profile and unique projects. We have worked with numerous public agencies throughout California to provide these same services.

Our Building Safety Division consists of the following: California licensed structural, civil, mechanical, electrical and fire protection engineers; Certified Access Specialist (CASp) professionals; ICC-certified building officials, plans examiners, inspectors, permit technicians, and highly experienced administrative personnel.

Building department services we provide to municipalities and agencies include:

- Building safety plan review services
- Building Official services
- Building inspection services
- Civil plan review and inspection services
- CASp plan review and inspection services
- Fire prevention plan review and inspection services
- Capital improvement plan review and management
- Building department support services

Our team has a proven track record of providing efficient and predictable building department services in support of unique and fast paced building projects. Our key objectives in providing these services in support of the City of South Lake Tahoe's new Recreation and Aquatic's Center project are as follows:

- **To provide timely and responsive plan review services.** Our well qualified and professionally licensed team of plans examiners will provide you with efficient and timely building department plan review services including clear communication of plan review results. We will work with you to tailor our services to align with your projects schedule and unique and specific project needs.
- **To utilize our wealth of code knowledge and project experience to benefit your project.** Our highly qualified and experienced staff will utilize their combined experience with other similar aquatic and recreation projects to ensure the success of your project. We utilize knowledge gained from our experience providing plan review services for other similar projects to provide reasonable and responsible interpretations of code requirements and detailed reviews of critical portions of the projects.

- **To be responsive to specific project needs.** BPR Consulting Group has the depth of staff necessary to complete all assigned plan reviews within agreed upon plan review periods. Our depth of qualified staff allows us the ability to immediately start services upon receipt of project documents for the main project, and for deferred approval items.
- **To provide staff who have the appropriate experience, certifications, and knowledge.** We closely evaluate staff qualifications and experience to align with specific project needs. We understand the importance of assigning plan review staff with the appropriate background and experience to ensure comprehensive plan reviews are provided.

BPR Consulting Group's staff has extensive experience and proven track record to seamlessly integrate building plan review and permitting services as needed in a cost-effective manner in support specialized and unique building projects. We will tailor our staffing levels to fit the specific needs of this project. BPR has the necessary resources available to provide all of the proposed services to the City of South Lake Tahoe throughout the duration of the project. We do not anticipate using subcontractors to provide any of the proposed services.

Our staff has provided similar building department plan review services for numerous public agencies throughout the State of California including communities such as the Town of Truckee, Cities of South Lake Tahoe, Sacramento, Manteca, Elk Grove, Davis, Woodland, Sonora, Turlock, Visalia, Fresno, Calistoga, Napa, American Canyon, and the Counties of Nevada, Alpine, Napa, San Joaquin, Butte, Shasta, Fresno, and Merced to name a few. Our experience includes plan review of multiple similar indoor and outdoor aquatic and recreation facilities.

Our primary office is located in the Sacramento Region, approximately 78 miles from the City of South Lake Tahoe's office, our address is 2201 Francisco Drive, Suite 140-658, El Dorado Hills, CA 95762. We have a full complement of licensed structural, civil, mechanical, electrical, and fire protections engineers, ICC certified plans examiners, and permit technicians, CASp Specialists and administrative staff to provide the services identified in this proposal.

Experience In Climate Zone 16 Areas

BPR Consulting Group has extensive experience providing plan review and inspection services for agencies within Climate Zone 16 Areas with elevations 5000 feet above sea level or higher. We understand the challenges and design features necessary to promote safety and reduce building maintenance requirements for buildings located in snow country. Following is a list of agencies with territories within Climate Zone 16 in which we have experience providing building safety services:

- City of South Lake Tahoe
- Town of Truckee
- Shasta County
- Butte County
- Yuba County
- Nevada County
- Placer County
- Alpine County
- El Dorado County
- Calaveras County
- Tuolumne County
- Mariposa County
- Madera County
- Fresno County
- Tulare County
- Mono County

Licenses and Certifications of Proposed Staff

The following table shows the licenses and certifications currently held by BPR staff proposed to provide building plan review and permitting services to the City of South Lake Tahoe. For complete resumes please see **Appendix A**.

Name	Current Licenses and Certifications	Number(s)
Bill Rodgers, SE *Principal* *Project Manager* *Sr. Structural Engineer* *Plan Review*	CA Registered Professional Structural Engineer CA Registered Professional Civil Engineer NV Registered Professional Civil Engineer NV Registered Professional Structural Engineer	S4198 C50673 CE18427 SE18427
Roger Peterson, SE *Principal* *Plan Review Manager Sr.* *Structural Engineer*	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer ID Registered Professional Civil Engineer ID Registered Professional Structural Engineer	C46096 S3846 C8225 S8225
Ron Beehler, SE, CBO, ICC *Principal* *Director of Client Services,* *Sr. Structural Engineer* *Plan Review*	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer NV Registered Professional Civil Engineer NV Registered Professional Structural Engineer CABO Certified Building Official ICC Certified Building Official ICC Building Code Specialist ICC Building Plans Examiner ICC Building Inspector	C39404 S3632 CE019992 SE019992 1492 801789 801789 801789 801789
David Castillo, ME/FPE Mechanical Engineer Fire Protection Engr.	CA Registered Professional Mechanical Engineer CA Registered Fire Protection Engineer	M31455 FP2013
Jerome Schreiber, EE, ICC Electrical Engineer Plan Review	CA Registered Professional Electrical Engineer HI Registered Professional Electrical Engineer ICC CA Commercial Building Inspector ICC CA Commercial Mechanical Inspector ICC CA Commercial Plumbing Inspector ICC CA Residential Mechanical Inspector ICC CA Residential Plumbing Inspector ICC Commercial Building Inspector ICC Mechanical Inspector ICC Plumbing Inspector ICC Plumbing Inspector UPC	EE12290 EE13259 879275 879275 879275 879275 879275 879275 879275 879275 879275
Rick Maddox, ICC *Electrical Plan Review*	ICC Building Inspector ICC Combination Inspector ICC Combination Inspector – Legacy ICC Electrical Inspector ICC Mechanical Inspector ICC Mechanical Inspector UMC ICC Plumbing Inspector ICC Plumbing Inspector UPC ICC Master Electrician (NV) ATC 20 Post Disaster Training	848507 848507 848507 848507 848507 848507 848507 848507 000-001221

Andrew Burke, CASp, ICC *Certified Access Specialist*	Certified Access Specialist ICC Building Plans Examiner ICC Residential Plans Examiner ICC Commercial Building Inspector ICC Residential Combination Inspector ICC Permit Technician	CASp-710 8250398 8250398 8250398 8250398 8250398
Mark Meyers, CBO, ICC *Building Official* *Project Manager* *Plan Review* *Inspection*	ICC Certified Building Official ICC Building Code Specialist ICC Plumbing Code UPC ICC Building Inspection ICC Plumbing Inspection ICC Plans Examiner	8005399 8005399 8005399 8005399 8005399 8005399
Mark Berg, ICC *ICC Master Code Professional* *Fire & Life Safety Review*	ICC Accessibility Inspector/Plans Examiner ICC Building Code Official ICC Building Code Specialist ICC Building Inspector ICC Building Plans Examiner ICC Certified Building Official ICC Certified Fire Code Official ICC Certified Fire Marshal ICC Combination Dwelling Inspector - Uniform Codes ICC Combination Inspector - Legacy ICC Electrical Inspector ICC Fire Code Specialist ICC Fire Codes and Standards ICC Fire Inspector I ICC Fire Inspector II ICC Fire Plans Examiner ICC Master Code Professional ICC Mechanical Inspector UMC ICC Permit Specialist ICC Permit Technician ICC Plumbing Inspector UPC ICC Residential Combination Inspector ICC Residential Energy Inspector/Plans Examiner ICC Residential Plans Examiner	859362 859362
Daniel Garcia, PE, REA, CPP *Civil Engineer*	CA Registered Professional Civil Engineer	45710
Rick Walters, CASp, LEED, CBO, ICC *Certified Access Specialist* *Building Official* *Plan Review* *Inspection*	Certified Access Specialist ICC Certified Building Official ICC Building Code Official ICC Building Code Specialist ICC Combination Inspector ICC CA Residential Plumbing Inspector ICC CA Commercial Building Inspector ICC Mechanical Inspector ICC CA Residential Mechanical Inspector ICC CA Combination Inspector ICC CA Residential Electrical Inspector ICC Mechanical Inspector UMC ICC CA Commercial Plumbing Inspector	CASp-439 1061008 -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do-

	ICC Building Plans Examiner	-do-
	ICC Electrical Inspector	-do-
	ICC Plumbing Inspector UPC	-do-
	ICC CA Building Plans Examiner	-do-
	ICC Combination Inspector – Legacy	-do-
	ICC Plumbing Inspector	-do-
	ICC CA Commercial Electrical Inspector	-do-
	ICC CA Commercial Mechanical Inspector	-do-
	ICC CA Residential Building Inspector	-do-
	ICC Building Inspector	-do-
	ICC CA Commercial Combination Inspector	-do-
	ICC CA Residential Combination Inspector	-do-
	ICC Commercial Combination Inspector	1061008
	CA LEED Certified	10436985
	LEED AP BD+C	10436985
	IAPMO Certified Plumbing Inspector	030666
	IAPMO Certified Mechanical Inspector	090146
Stacy Barker, ICC *Permit Technician*	ICC Certified Permit Technician	8821141

Primary Contacts / Service Liaisons

As requested in the RFP, we have identified two individuals who will be responsible for all communications with the City of South Lake Tahoe. BPR's liaisons for all projects for the City of South Lake Tahoe are as follows:

Bill Rodgers, SE // Principal // Project Manager: Bill will serve as Principal-in-Charge / Project Manager for services. Bill has over 30 years of experience in the field of structural engineering, including over 20 years of experience as a plan review engineer. Bill has worked closely with Building Departments across the State of California and Nevada for nearly 20 years and has assisted government agencies with numerous projects throughout the years. His wealth of experience includes managing plan review services throughout California and Nevada on behalf of public agency clients and performing structural plan review for commercial and residential projects. In addition to providing structural plan review services, Bill is responsible for the production and performance of BPR's offices, including maintaining client relationships. Bill's contact information is as follows:

Bill Rodgers, SE
BPR Consulting Group
2201 Francisco Drive, Suite 140-658
El Dorado Hills, CA 95762
Phone: 916.662.0665 | Email: brodgers@bpr-grp.com

Roger Peterson, SE // Principal // Plan Review Manager: Roger will serve as Plan Review Manager and the secondary contact for the City of South Lake Tahoe. He is a registered Structural Engineer, and an experienced building safety professional with over 34 years of experience in structural design and plan review. He has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as single-story structures utilizing steel, concrete, timber, and masonry framing systems. Roger's design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects. He currently manages numerous high-profile plan review and inspection services for multiple public agency clients. Roger utilizes his detailed code knowledge, extensive design experience and on-site construction project experience to ensure accurate, thorough, and timely constructability review of project documents on behalf of municipal client agencies.

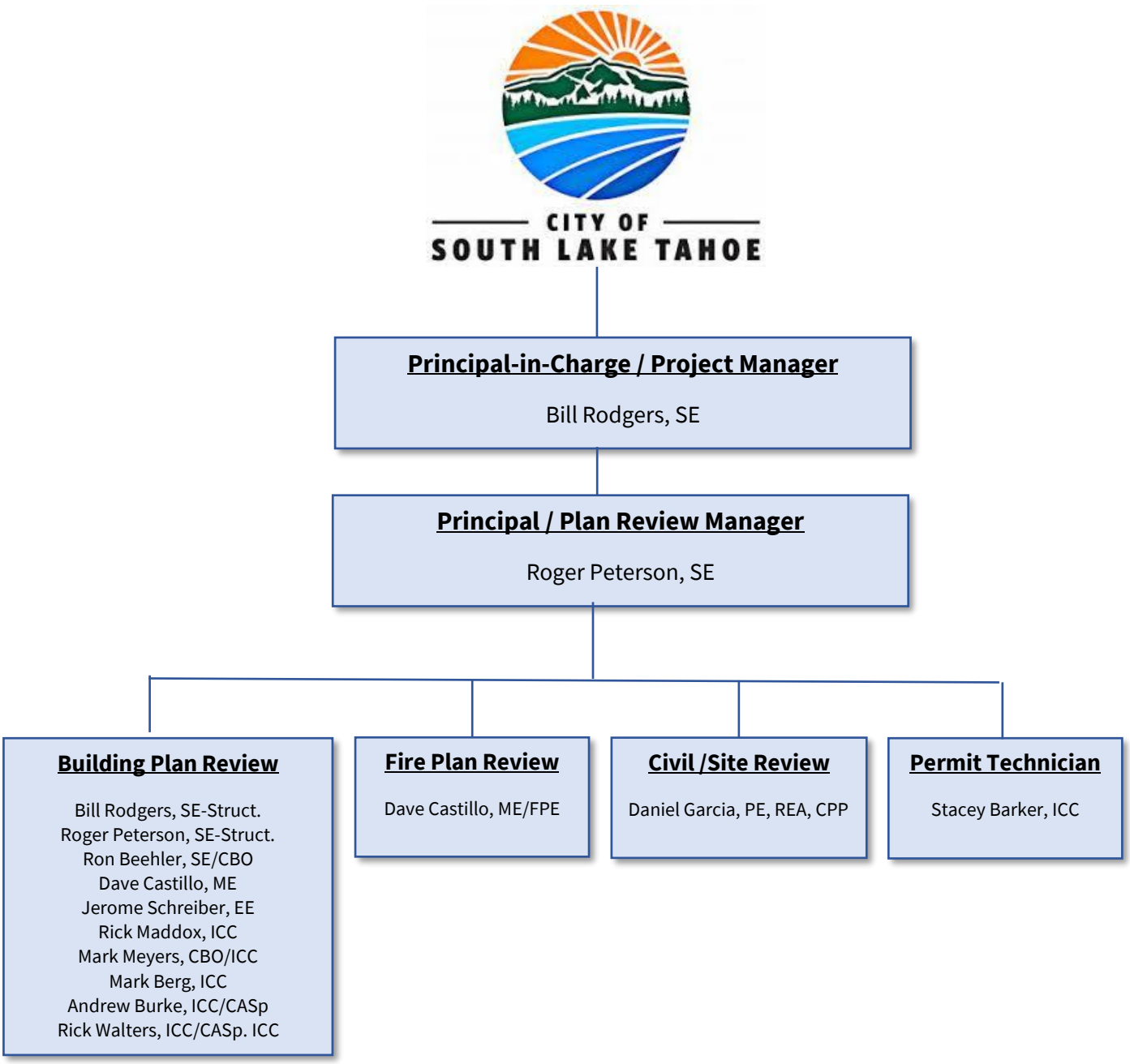
Roger's contact information is as follows:

Roger Peterson, SE
BPR Consulting Group
2201 Francisco Drive, Suite 140-658
El Dorado Hills, CA 95762
Phone: 916.202.2902 | Email: rpeterson@bpr-grp.com

Project Staff Organizational Chart

Below is the team proposed and available to serve the City of South Lake Tahoe. BPR is experiencing steady and consistent growth and anticipate adding staff in the very near future to supplement the disciplines below. Note: *The team members shown with initials are pending transition to our team.

Detailed resumes of staff are found in **Appendix A**.



SCOPE OF WORK / IMPLEMENTATION

The BPR team holds extensive experience and a proven track record of providing building department services in a cost-effective manner. Our plan review services focus on providing timely and thorough plan reviews with the goal of approving code compliant plans to avoid code related issues during the construction process. In coordination with the City of South Lake Tahoe, we can work with the design team to address any code compliance issues during the design process resulting in quick approval of the final construction documents.

Below you will find our general approach to providing building plan review and permitting services. This will be refined to address the specific requirements of the City's Recreation and Aquatic Center Project.

Plan Review and Permitting Services

All plans examination services will be performed under the direction of our Project Manager, Bill Rodgers. Bill will be supported by a team of licensed structural, civil, mechanical, electrical, and fire protection engineers, ICC certified plans examiners and CASp experts possessing the necessary experience and certifications to perform complete structural and non-structural construction document plan review on a project of this type and scope. At a minimum, two contacts will be designated to handle all communications with the City to ensure no disruptions occur in the absence of the primary contact. When needed to meet aggressive schedules and peak workload demands, additional support will be provided by appropriately qualified staff.

BPR will furnish our staff with all of the necessary materials, resources and training to perform the necessary plan review services, including a copy of applicable City amendments, policies, forms, and procedures. Our plans examiners maintain a working knowledge of applicable building codes and plan review procedures and will perform detailed plan reviews to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. Our team will use their experience and skills to promote efficient services on behalf of your department. BPR has the ability to send and receive all documents associated with digital plan reviews.

Per the RFP, we understand that the City is requesting plan review comments and/or redline documents be provided to expedite clearing discrepancies and approvals. It is the intent to provide expedited and complete plan review and permitting services for this project. Our staff will coordinate all communications with the City's representative(s) in a collaborative and professional manner to quickly identify and resolve code compliance issues. Unless requested to do so by the City's representative(s), our team will not reach out directly to the design team. Plan review comments will be completed in a format provided by the City. At the completion of each plan review iteration, draft copies of the plan review comments will be emailed to the City's Building Official for review and quality assurance approval. Any requested changes or revisions to the plan review comments are to be completed within 24 hours after the quality assurance review by the City. At the completion of the plan review process BPR will submit one complete digital file or paper sets of all final review documents bearing BPR's plan review stamps, annotated as approved, to the City of South Lake Tahoe Development Services Department. Approval will not be recommended until all code compliance issues are either redlined or formally resolved and all permit issuance requirements of the City Building Division and the Department of Public Works are satisfied. It is understood that code interpretations are subject to final review and approval by the City Building Official.

BPR's staff understands the importance of providing quick, efficient, and consistent plan review services to enable building projects to start construction as quickly as possible which is critical for the economic impact projects may have to the City, and is especially critical due to the regions short building season. BPR will complete plan reviews in a timely manner and within the time-frames established by the City and as documented in this proposal below. BPR's staff will be available within one business day to respond to questions from the City which may be generated during the plan review process. Our staff will be available for teleconferences at the request of the City.

Plan review services for the City's Recreation and Aquatics Center project shall be performed remotely and staff is equipped to perform digital plan review of plans and supporting documents using Bluebeam Revu. Should paper submittals need to be submitted, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. BPR will track all plan review activity and will communicate data required to reflect turnaround times, the number of submittals required to obtain approval, and the status of submittals at the request of the City.

Technical Plans Examination Capabilities

BPR's staff possesses significant technical capabilities in all areas of plans examination competency gained from years of experience providing these same services. All plans examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific, phased, plan reviews on an as-needed basis as requested by clients.

Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, energy calculations, geotechnical reports, structural calculations, electrical load calculations, comissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written, plan review letters, communicate effectively orally and in writing and work effectively with jurisdiction staff, project design teams, and contractors. Our plans examiners posess knowledge of the most current state adopted building standards.

Architectural

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story, residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances

Structural

Our structural engineers have experience designing and reviewing building projects subjected to the significant snow and wind loads as necessitated by the climate in South Lake Tahoe. Our structural engineers have reviewed all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities.

Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Reinforced Masonry
- Heavy Timber / Timber Frame / CLT
- Reinforced and Prestressed Concrete
- Stressed Skin Panels
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth
- Insulated Concrete Forms, (ICF)

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- Jurisdiction adopted amendments
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

Mechanical, Plumbing & Electrical

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction adopted amendments

Specialty plan review services may be provided utilizing the most current editions of national standards including the following:

- International Building Code
- International Residential Code
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 99 (medical gases)
- NFPA 101 Life Safety Code

- NFPA Standards 13 (automatic fire sprinkler systems)
- NEHRP Requirements for Existing Building

Energy Compliance

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. Our staff have experience verifying CA Energy Code requirements for projects located within climate zone sixteen. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

Green Building Standards

BPR's staff has a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.

Access Compliance & CASp Review

All BPR CASp-certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.

Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

Fire Code Plan Reviews

We have an experienced and licensed professional Fire Protection Engineer on staff to address your fire and life safety needs. Our fire safety plan review and inspection staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with fire and life safety regulations.

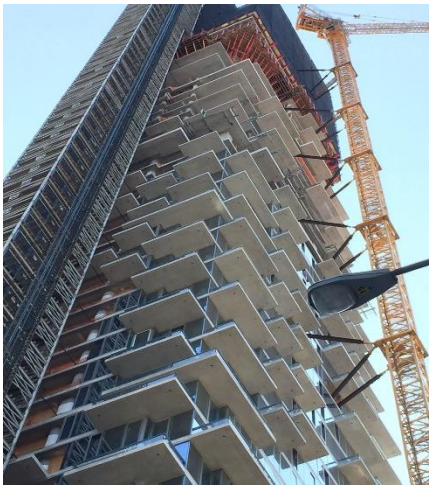
Our Fire Plans Examiners and Inspectors have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials

- Fire Department Standards
- Code referenced National Fire Protection Reference Standards
- Municipal, State or Federal regulations enforced by local Fire Agencies

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

Electronic Plan Review



BPR Consulting Group is experienced with the City of South Lake Tahoe's **Google Drive**-based electronic document transfer system and proposes to work with the City and use this system as requested. We do, however, maintain an efficient **ShareFile**-based, electronic document, submittal system for receiving and sending large electronic document files.

We will establish a unique distribution email address to which the City can send notifications and correspondence.

We will review electronic submittals utilizing **Bluebeam**, and can easily supplement our comment lists with snapshots of redlines to facilitate the plan review process and efficiently communicate our comments, where necessary.

Final electronic documents will be stamped in Bluebeam, flattened, and returned to the City via the Google Drive link or our ShareFile portal.

Plan Review Completion Timeframes

We complete all **plan reviews** in a timely manner and within time-frame guidelines established by the City. As noted in the RFP, we will meet or exceed the City's timeframe to return a list of comments to the City and/or approval notification within **fourteen (14) business days on the first review** and maximum **ten (10) business days on subsequent reviews**. All plan check comments are subject to approval by the City and all requested revisions must be completed within twenty-four 24 hours after quality assurance review by the City. In the event the review is completed and returned to the City delinquent one (1) to five (5) days in excess of the due date, a 10% reduction in cost to the City shall be provided. If the review is completed and returned to the City delinquent six (6) to ten (10) days in excess of the due date, a 20% reduction in cost to the City shall be provided. If the response time exceeds ten (10) days in excess of the due date, the plan review shall be completed at no cost to the City.

Communicating Plan Review Results

Plan review comments, when necessary, will be typewritten into the City's Excel-based comment list format. The comments will refer to specific details, drawing or supporting document, and will reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be efficiently utilized by clients, designers, contractors, and owners to understand the noted deficiency and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment letter to the Building Official for review. BPR's staff will not contact the designer directly unless directed by the Building Official. When necessary, in order to facilitate plan review approval, we will

participate in meetings with City staff to discuss possible code compliant solutions to challenging design issues. BPR staff shall be available for teleconferences at the request of the City and shall be available within one business day to respond to questions from the City that may be generated during the plan review process.

Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as required, bearing BPR's plan review stamps and ready for final approval and permit issuance. If requested our staff, will update the City's permit tracking system and coordinate with other City departments to ensure all applicable entities have approved the project for permit issuance. Our final transmittal will indicate any deferred submittals, special inspection forms, etc. to be submitted to the Building Department during construction. BPR's staff will also communicate all data as required to issue a Certificate of Occupancy as specified in CBC 111.1. on a form provided by the Building Department. Recommendation of approval will not be issued to the Building Official until all code compliance issues have been resolved and all building code issuance requirements have been satisfied.

Code Interpretations

We understand that all code interpretations are subject to final review and approval by the Building Official. BPR Consulting Group's engineers and plans examiners will provide unbiased recommendations, code research, and background information to assist the Building Official to make an informed code compliant determination. We further understand that all plan review comments are subject to review and approval by the Building Department.

Customer Service | Responsiveness

BPR Consulting Group's staff is always available and willing to discuss plan review issues for projects that we have reviewed with Building Department staff, applicants, designers and contractors via in-person or electronic meetings, telephone, or e-mail as required to resolve plan review related issues. We maintain Microsoft Teams, Zoom and GoTo Meeting accounts in order to foster efficient communication with project proponents who may be located outside the South Lake Tahoe area. Voice mails, e-mails will be responded to the same day they are received if possible, always within 24 hours.

When we are notified that a plan review project has been assigned to us, BPR's staff will acknowledge the notice immediately, always within 24 hours. BPR's staff will be available within one business day to respond to questions from the Building Official or inspection staff which may be generated during field inspections of projects which were reviewed by BPR staff.

Permit Technician Services

Permit technician services are crucial to the success of the project's permit processing. The ability to properly route plans to various plans examiners for review, track submittals, track approvals, database management and issuance of final documents are all critical to the success of your project. We understand that the ability to maintain a smooth flow of permit documents between the City and consultant staff and maintain accurate and up-to-date records, are key elements to furnishing first-rate, efficient success of the project.

Our Permit Technicians will provide information about plan review status, will be organized and have the ability to maintain filing systems necessary for tracking the permits, plan check progress, approved project documents, deferred approvals and any other records or information important to the efficient permitting of your project.

PROJECT BUDGET

For complete building department plan review services as outlined in our proposal we propose a total fee of $42,800.00 for all plan review services to be paid as noted in the table below:

Item No.	Item Description	Qty.	Unit of Meas.	Unit Price	Item Bid Total	Deliverables
Plan Review and Permitting Services – Recreation and Aquatics Center						
1	Initial Plan Review and Comments	1	LS	$21,800.00	$21,800.00	Plan Review Comments
2	Second Iteration Plan Review and Comments	1	LS	$8,600.00	$8,600.00	Plan Review Comments
3	Third Iteration Plan Review and Comments (if required)	1	LS	$3,800.00	$3,800.00	Plan Review Comments
4	Final Plan Review, Approvals	1	LS	$2,400.00	$2,400.00	Final Stamped Documents
5	Deferred Submittals	1	LS	$6,200.00	$6,200.00	Plan Review Comments / Final Stamped Documents

Our proposed fixed fee unit price for plan review services for Items 1, 2, 3 and 4 will be billed at the completion of the identified plan review phase. We propose that plan review services for Item 5, deferred submittals, be bill monthly on an hourly time and materials basis using the Schedule of Hourly Billing Rates included below with a not-to exceed budget of $6,200 as shown in the table above.

Additional services not included within our proposed scope of services will be billed monthly on an hourly basis using the Schedule of Hourly Billing Rates included below. Additional services will include the following:

- Review of major design changes or revisions to project documents during the plan review process.
- Review of changes or revisions to drawings after BPR Consulting Group has approved the documents for construction.
- Meeting attendance at the City's office, job site, or at the design team's offices.
- Review of construction phase plan changes including revisions to approved plans, review of construction related repairs, RFI's and change orders.

Proposed Hourly Rates for Personnel

Hourly rates for personnel designated in the RFP are shown below:

Schedule of Hourly Billing Rates		
Staff	Title	Hourly Rate
Bill Rodgers, SE	Project Manager / Sr. Struct. Engr	$145
Roger Peterson, SE	Plan Review Mgr. / Sr. Struct. Engr/	$140
Ron Beehler, CBO, SE	Sr. Structural Engineer	$140
Dave Castillo, ME, FPE	Mechanical Engr. / Fire Protection Engr.	$135
Jerome Schreiber, EE, ICC	Electrical Engineer	$135
Rick Maddox, ICC	Electrical Plans Examiner	$105
Andrew Burke, CASp, ICC	ICC / CASp Plans Examiner	$105
Mark Meyers, CBO, ICC	ICC Plans Examiner	$105
Mark Berg, ICC, Master Code Prof.	ICC Plans Examiner	$105
Dan Garcia, PE, REA, CPP	Sr. Civil Engineer	$135
Rick Walters, CASp, ICC, CBO, LEED	ICC / CASp Plans Examiner	$105
Stacy Barker	Permit Technician / Admin. Support	$70

Overhead: Overhead costs are included in the fees and rates shown in the tables above.
Incidental Costs: Incidental costs are included in the fees and rates in the tables above.

Shipping: There is no charge for shipping.

Travel for Meetings: There will be no mileage charges for BPR staff to attend meetings at the City of South Lake Tahoe.

Penalty for Delinquent Plan Reviews

BPR understands and agrees to the penalties assessed by the City due to delinquent plan reviews. The penalties for delinquent plan reviews are as follows:

Number of Days Project is Delinquent	Reduction of Fee
One (1) to five (5) Days	10%
Six (6) to ten (10 Days	20%
In excess of ten (10) days	100%

DESCRIPTION OF RECENT PROJECTS / REFERENCES

Below you will find a sampling of completed projects similar in nature followed by client references. Additional project profiles as well references can be provided upon request.

Project Experience

BPR Consulting Group's staff have many years of experience providing plan review for all types of projects ranging from small, simple, tenant-improvement projects to commercial, industrial, mid and high-rise building projects. We review all submitted project documents as needed to verify building code compliance. We have the ability to assign plans examiners with the same qualifications and professional licenses as required for project designers which allows efficient professional communication of plan review related issues. We believe this approach affords a minimum number of plan review cycles allowing projects to move to construction without unnecessary plan review related delays.

The following is a small sampling of projects, which are similar in nature to the City of South Lake Tahoe Recreation and Aquatics Center Project, for which BPR's staff have provided plan review services.

Great Wolf Lodge | MANTECA, CA

BPR Consulting Group's staff provided full plan review services for the new Great Wolf Lodge in Manteca. This is the first water park to return to the region since the Manteca Waterslides closed in 2004. The Great Wolf Lodge has unique construction features including a 510,000 SF hotel, 100,000 SF indoor water park, an extensive water slide complex, a family entertainment center, restaurant, food court, meeting rooms and banquet rooms. BPR's staff provided project management for the project on behalf of the City of Manteca's Building Department. This complex project required flexibility and a solid working relationship with the designer team and contactors. Occupancy Types include R-1, A-2, A-3, B, M, F-1, S-1, S-2, with Type I-B Construction. Construction of the Great Wolf Lodge was completed in 2020.

Hollywood Park Aquatic Center | CLARK COUNTY, NV

BPR Consulting Group's staff provide a constructability/plan review of the Hollywood Park Aquatic Center Project which consisted of a very in-depth review of all building disciplines on behalf of the project owner, the County of Clark. The drawings, specifications and calculations were thoroughly reviewed for consistency, coordination with other disciplines and code compliance. The Hollywood Park Aquatic Center project consists of a 13,596 SF indoor pool structure and 16,246 SF of support facilities, which includes locker rooms, mechanical rooms, storage rooms, office space, lobby, reception area, concessions and other associated facilities. Also included in the project is an outdoor pool and water park facility that consists of water slide structures. The new building structure is a one-story structure with a Group A4 occupancy classification and Type II B construction. The indoor pool structure is constructed of structural steel framing with long-span steel roof trusses supported by wide-flange perimeter beams and steel columns. The lateral force resisting system for the indoor pool structure consists of conventional braced frames. The support facility is constructed of concrete masonry units, (CMU), bearing walls supporting steel open-webbed roof joists and wide flange beams where required. The lateral force resisting system for the support facility is CMU shear walls. The roof system for all buildings consists of corrugated steel roofing covered with built-up roofing. The foundation system for the project consists of conventional continuous and isolated pad footings supporting the steel columns and CMU bearing walls. The estimated construction cost for this project was approximately $14,000,000.00.

Yogi Bear's Jellystone Water Park | COUNTY OF SAN JOAQUIN, CA

BPR's staff provided complete plan review services for Yogi Bear Jellystone Water Park, a newly constructed water park in San Joaquin County consisting of a lazy river, play pool, multi-level play structure and supporting facilities. The project consists of Type VB construction and Occupancy Groups A-5 and S-1.

The lazy river consists of a reinforced concrete/gunite structure having a depth of approximately 3.5 feet, a length of 450 lineal feet and is supported on a helical pier foundation system. The play pool is a 6,253 SF reinforced concrete/gunite play pool with an average depth of 6 inches and supported on a helical pier foundation system. The play structure consists of new multi-level play structures with water slides. Supporting structures include a new modular restroom building, a new modular shower building, a new 1,200 SF pump house consisting of a concrete block building with wood framed roof structure supported on a helical pier foundation system and an elevated 220 SF steel and wood framed electrical equipment room with stair structure as well as miscellaneous water park components including an ADA lift, permanently installed play features, sumps, plumbing and electrical equipment, site lighting, fencing, ramps and accessibility surface features.

Four Seasons Resort & Residences | CALISTOGA, CA

BPR Consulting Group's staff provided plan review services for the Four Seasons Resort & Residences project which consists of a 1 story 57,595 SF Lodge with Type 1-A construction at the podium, with Type III-B Construction above the podium level. The lodge consists of a reinforced concrete podium structure with one- and two-story steel framed structures above the podium. The hotel portion of the project consists of twelve two-story and four one-story villas which provides approximately 80,761 SF of hotel accommodations spread out over 16 separate Villas. Included in the resort project are two outdoor pools with large pool decks with two one-story pool buildings which house restrooms/showers and an outdoor bar & grill with a total square footage of 3,071 SF, both with Type V-B Construction. At the south end of the property 20 one and two-story single-family residences were constructed with square footages ranging from 2605 to 5807 SF with 440 SF detached garages. The projects are Type VB construction with R-3 and U occupancies. Also included in the project is several miscellaneous service and equipment buildings.

The Four Seasons Resort and Residences project consists of multiple buildings spread throughout the site in a campus type atmosphere. The lower level of the Lodge Building contains an underground parking garage, back of house spaces including mechanical and electrical rooms, an employee locker room and restrooms. Also included in the lower level of the Lodge is a winery, commercial kitchen, wine storage area, private dining areas and support spaces. Due to the topography of the site the lower level spaces have access at grade include a loading area, an outdoor mechanical yard, compactor room, event spaces, meeting rooms, a wine tasting room and a general store. Located on top of the podium structure is the arrival / drop-off auto court with a landscape plaza and entries / walkways to the various buildings located on top of the podium structure. The buildings located on the podium structure include the Hotel Lobby/Check-in Building, a two-story spa building, a fitness building with back of house offices and a restaurant building with an outdoor dining plaza.

InShape Health Club | NAPA, CA

BPR Consulting Group's staff provided complete plan review services for this newly constructed 34,569 SF health club. This state-of-the-art health club facility is comprised of a new two level fully sprinklered building of Type lll-B construction with A-3 Occupancy. The facility contains both indoor and outdoor lap pools, a exercise equipment area, open work-out studios, restroom and locker rooms. Plans were reviewed to verify compliance with the California Building Standards Code.

References

BPR's Principals have worked very hard for over 20 years providing top quality, timely, and efficient building safety services developing reputations of providing services in a professional, courteous manner, always in our Client's best interests by honoring our commitment to provide timely superior services. We believe our best advertisement is references from current and previous clients and we encourage you to contact our client references. Following are three clients references from agencies of similar population size to the City of South Lake Tahoe:

Brad Wungluck, Chief Building Official
City of Manteca, Community Development Dept., Building Safety
1215 W. Center Street, Suite 201
Manteca, CA 95337
Ph: (209) 456-8562
Email: bwungluck@ci.manteca.ca.us

Mr. Jim Mangino, Building Official
City of Roseville, Development Services Dept., Building Division
311 Vernon Street
Roseville, CA 95678
Ph: (916) 774-5332
Email: jmangino@roseville.ca.us

Scott Zangrando, PE, Building Official
City of Folsom, Community Development Dept., Building Services
50 Natoma Street
Folsom, CA 95630
Ph: (916) 461-6220
Email: szangrando@folsom.ca.us

PROPOSED STAFF RESUMES

Please see the following pages for resumes of the proposed staff:

BILL RODGERS, SE

PRINCIPAL-IN-CHARGE | PROJECT MANAGER

Bill has more than 30 years of experience in the field of structural engineering, including more than 20 years of experience as a plan review engineer. His wealth of experience includes a varied and vast list of projects throughout California and Nevada. Bill is in demand for hands-on work within jurisdictions due to his great success in blending excellent engineering skills with responsive customer service.

EDUCATION

- BS, Civil Engineering, California State University, Sacramento

PROFESSIONAL LICENSES AND CERTIFICATIONS

- CA Structural Engineer SE-4198
- CA Civil Engineer CE-50673
- NV Structural Engineer SE-18427
- NV Civil Engineer CE-18427

PROFESSIONAL AFFILIATIONS

- Structural Engineers Association, Northern California (SEAONC)

PROFESSIONAL HISTORY

Principal Structural Engineer | BPR Consulting Group | 2021 - Present

Bill directs client plan review on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Senior Structural Engineer | Plans Examiner | Interwest Consulting Group | 2006 – 2021

Bill performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California and Nevada. In addition to providing structural plan review services, he was responsible for the production and performance of Interwest offices, including maintaining client relationships. Bill's duties also included performing structural plan reviews for industrial, commercial, and residential projects.

Senior Structural Engineer | LP2A / Bureau Veritas | 2001 - 2006

Bill performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California and Nevada

Structural Engineer| Associate | DES Architects + Engineers | 1995 – 2001

Bill was responsible for the structural design of many projects throughout the Bay Area, including Pacific Shores Center in Redwood City, Moffett Corners in Sunnyvale, Carlmont High School in Belmont, and many other projects. Additionally, Bill oversaw the structural department of this architecture and engineering firm, and was responsible for staff development and work quality.

PROJECT EXPERIENCE

Project Manager/Structural Engineer | Judicial Council of California | State of California | 2010 – 2021

Bill provided project management and structural plan review services for new court buildings and court building upgrades throughout California. Most recently he provided services for upgrades to the Sonora courthouse, the new courthouse in Modesto and the new eighteen-story high-rise Sacramento Criminal Courthouse.

Project Manager/Structural Engineer | Division of State Architect | State of California | 2016 – 2021

Bill provided project management and structural plan review services for new school buildings and school upgrades throughout California. Recent projects include Westmore Oaks Elementary School, Santa Maria High School and El Camino College District, New Behavioral Health and Social Science Building.

Project Manager/Structural Engineer | University of California, Merced | 2020 Campus Expansion | 2017 – 2021

Bill ensured all plan reviews were completed within the agreed upon timeframes by leading weekly conference calls with the plan review and onsite team and regularly visiting the project site. Additionally, Bill provided structural plan review services for this expansive project.

Project Manager/Structural Engineer | City of Berkeley | Berkeley, CA | 2008 – 2021

Bill ensured all plan review services for the City of Berkeley were accurate and completed in a timely manner.

Project Manager/Structural Engineer | Downtown Commons Tower | Sacramento, CA | 2016 – 2019

Bill served as the project manager for the plan review of this new 634,357 gross SF, 16-story, mixed-use tower located adjacent to the new Sacramento Kings Arena. The tower included office space for the team and area management, a 250-room hotel, 44-residential units and below grade parking.

ROGER PETERSON, SE

PRINCIPAL | PLAN REVIEW MANAGER

With more than 34 years of experience in structural design and plan review, Roger brings considerable depth and knowledge to any project. Roger is a California Registered Structural and Civil Engineer who has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as one-story structures utilizing steel, concrete, timber, and masonry framing systems. His design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects. Roger's expertise contributes to the success and safety of all projects.

EDUCATION

- BS, Civil Engineering, University of Wyoming

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-3846
- CA Civil Engineer CE-46096
- ID Structural Engineer SE-8225
- ID Civil Engineer CE-8225

PROFESSIONAL AFFILIATIONS:

- Structural Engineers Association of Northern California (SEAONC)

PROFESSIONAL HISTORY

Principal | Structural Engineer | BPR Consulting Group | 2021 - Present

Roger directs client plan review on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Senior Structural Engineer | Project Manager | Interwest Consulting Group | 2006 – 2021

Roger provided management for several of Interwest's offices and special projects as well as performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California. In addition to providing structural plan review services, Roger was responsible for the production and performance of Interwest offices, including maintaining client relationships. His duties also included performing structural plan reviews for industrial, commercial, and residential projects.

Senior Structural Engineer | Plans Examiner | Branch Manager LP2A | Bureau Veritas | CA | 1999 - 2006

Roger served as branch manager and lead structural plan reviewer for the Sacramento Area branch office. He was responsible for the production and performance of office including maintaining client relationships. His duties included performing structural plan reviews for industrial, commercial and residential projects.

Project Engineer | Power Engineers, Inc. | 1999

Roger was a project design engineer for commercial and industrial-type projects. He provided structural design and construction administration services.

Project Engineer | Office Manager | R2H Engineering, Inc. | 1998 - 1999

Roger was the office manager and project design engineer responsible for the structural design of commercial projects.

Project Engineer | Rutherford & Chekene | 1995 - 1998

Roger was responsible for providing design and detailing for commercial and industrial type projects, including numerous projects in the micro-chip industry.

Design Engineer | Project Engineer | DES Engineers & Architects | 1997 - 1995
Roger provided engineering design and detailing for commercial, institutional, corporate and residential building projects using wood, steel, concrete and masonry building materials.

PROJECT EXPERIENCE

Project Manager | Structural Engineer | Hollywood Park | Inglewood, CA | 2018 – 2021
Roger provided plan review services for this new, mixed-use development which included retail and office space with associated parking encompassing 28.5 acres.

Project Manager | Structural Engineer | Nasa Ames Research Center | Moffett Field, CA | 2018
Roger provided structural plan review and project management of this 1.2 million square-foot development comprised of office, research, and development space.

Project Manager | Structural Engineer | Monterey Park Hotel & Residence | Monterey Park, CA | 2017 – 2021
Roger provided plan review services and project management for this new, mixed-use hotel, condominium, and restaurant podium type building.

Project Manager |Structural Engineer | Hatchet Ridge Wind Farm | Shasta County, CA | 2009 - 2010
Roger provided project management, structural plan review and field inspections for this 101.2 MW power generating facility that consists of 44 – 2.3 MW wind turbines constructed along 9 miles of the ridge line on Hatchet Ridge near Burney, CA.

RON BEEHLER, SE, CBO

PRINCIPAL | SENIOR STRUCTURAL ENGINEER

Ron utilizes experience gained through more than 35 years of hands-on experience performing life safety, accessibility, and structural plan reviews to successfully manage building departments, building department services and high-profile building projects on behalf of public agencies throughout California. His experience includes establishing and coordinating on-site building department services for large, multi-building projects and unique, fast-paced development projects. Ron has served as Chief Building Official for multiple California public agencies including interim assignments. He has also provided building department assessments on behalf of municipal clients to identify inefficiencies and implement best practice improvements.

Licensed as a Civil and Structural Engineer in California and Nevada, certified by the International Code Council as a Building Official, Code Specialist, Plans Examiner and Building Inspector, Ron is uniquely qualified to evaluate and manage all building department services. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors, Chief of Engineering Design and Construction for the California National Guard and Senior Structural Engineer with the Office of Statewide Health Planning and Development (OSHPD).

Ron is dedicated to maintaining his knowledge of California building codes, laws and regulations related to building department operations. He frequently lectures and presents classes on technical topics on behalf of professional organizations including CALBO and multiple International Code Council Chapters throughout California and other western states.

PROFESSIONAL HISTORY

Principal | Director of Operations | BPR Consulting Group | 2021 - Present

Ron manages client plan review and inspection services on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Director, Building Safety Services | Interwest Consulting Group | 2006 – 2021

Ron provided direct oversight of all Building Safety Services including coordination of all plan review and building inspection services, ensuring timely and responsive services. He worked with building officials for full-service clients to insure timely and efficient services. Ron also managed and provided direct oversight of plan review and inspection services for large, complicated and fast-paced projects on behalf of public agency clients.

Chief Building Official | City of Sacramento | 2003 – 2006

Ron planned, directed, and managed activities for a 120-person building department with oversight responsibilities for construction inspections and plan review of 18,000 permitted projects annually. He planned, organized,

BPR CONSULTING GROUP

EDUCATION

- Graduate Coursework in Structural & Geotechnical Engineering, California State University, Sacramento
- BS, Civil Engineering, California State University, Chico
- AA, Physical Science, Butte College, Oroville, CA

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-3632
- CA Civil Engineer CE-39404
- NV Structural Engineer SE-019992
- NV Civil Engineer CE-019992
- National Earthquake Hazard Reduction Program Training
- CA Construction Law Training

International Code Council - 801789

- ICC Certified Building Official
- ICC Building Code Specialist
- ICC Building Plans Examiner
- ICC Building Inspector

PROFESSIONAL AFFILIATIONS

- San Joaquin ICC Chapter of Building Officials – Past President
- Napa Solano ICC Chapter – Past President
- Sacramento Valley Association of Building Officials – Multiple Term Board of Directors Member
- CALBO Building and Fire Advisory Committee – Appointed Member
- CALBO Structural Committee – Appointed Member

administered, and evaluated staff work. Other duties included report writing and presentations to community groups, city council and professional organizations, and planning and administering a budget of $13.6 million.

Supervising Engineer | Building Inspection Division | City of Sacramento | 2002 – 2003

Ron supervised plan review, managed plan intake and public counter functions for two regional permit centers, trained and mentored staff, met with architects and engineers to resolve building code related issues, coordinated plan review for high profile projects, and worked with field inspection supervisors and inspectors.

Regional Compliance Officer, Senior Structural Engineer | CA State Office of Statewide Health Planning & Development | 1998 – 2002

Ron supervised regional hospital inspection program coordinating field inspection staff and approval of special inspection issues. He resolved complicated code related inspection issues, and reviewed plans, specifications, and structural calculations for healthcare facilities. Ron consulted with architects and engineers to resolve complex code interpretation issues. He researched and investigated structural adequacy of building materials and manufactured products, and verified proper loads, forces, and materials for the design of buildings and equipment anchorage.

Chief of Facilities Engineering | California National Guard | 1991 – 1998

Ron supervised and planned work for engineering design and project inspection staff, developed scope and budgets for projects, directed preparation of plans from preliminary design through working drawings, coordinated and approved project specifications and cost estimates, negotiated and approved project changes, coordinated inspection activities, resolved inspection disputes, represented National Guard/Military Department at public meetings, conducted plan review for projects designed by consultants, and presented design concepts and final designs.

Associate Structural Engineer | CA State Office of Statewide Health Planning & Development | 1987 – 1991

Ron reviewed construction plans and specifications for new hospitals and skilled nursing facilities for California Building Code and UBC requirements, met with architects and engineers to resolve plan review issues, reviewed field changes, investigated, and resolved construction conflicts and other administrative duties.

Associate Engineer Architect | Sacramento County Building Department | 1983 – 1987

Ron reviewed construction plans and specifications, and structural calculations for building code compliance, reviewed plans for residential, multi-residential, commercial, and industrial structures, and met with designers to resolve code issues related to commercial and residential structures.

DAVID CASTILLO, ME, FPE

MECHANICAL ENGINEER / FIRE PROTECTION ENGINEER

David brings more than 30 years of breadth, depth, and knowledge of mechanical engineering, design, and plan review to any project. A California licensed professional Mechanical Engineer and Fire Protection Engineer, his expertise encompasses HVAC, Plumbing, Medical Gases, and Fire Sprinklers. David's background includes mechanical engineering, design, and plan review on Central Treatment Centers, Substance Abuse Treatment Facilities, Inpatient Mental Health Clinics, and Inmate Housing Units for the Department of Corrections. He has engineered and designed Acute Care Hospitals, Skilled Nursing Facilities, Surgery Clinics, Psychiatric Hospitals, Pharmaceutical Plants, Industrial Plants, Educational Facilities, and Hi-Rise Commercial Buildings.

PROFESSIONAL HISTORY

Senior Plan Review Engineer | BPR Consulting Group | 2021 – Present

David performs mechanical engineering and fire protection engineering plan review services for BRP's California clients.

Senior Plan Review Engineer | Interwest Consulting Group | 2012 - 2021

David performed mechanical engineering and fire protection engineering plan review services for Interwest's California clients.

Senior Mechanical Engineer | State of California, OSHPD Group | 2001 - 2012

David performed plan checking of mechanical systems for hospitals, skilled nursing facilities, and surgery centers to ensure code compliance with the CBC, CMC, CPC and NFPA.

Vice President | Technical Engineering Group, Inc. | 2000 - 2001

David responsibilities included acquiring new clients, maintaining existing clients and preparing proposals. He performed heating and cooling load calculations, laid out mechanical designs for central plant systems, chilled water systems, heating hot water systems and variable air volume systems for hospitals, prisons, and educational facilities. David performed in-house plan check of all projects, and served as the Engineer of Record for all projects. He is knowledgeable of CMC, CPC, CBC, NFPA and OSHPD.

Project Manager / Lead Mechanical Engineer | Mazzetti & Associates | 1999 - 2000

David provided project management for all aspects of mechanical design on prisons, hospitals, pharmaceutical facilities, and office buildings. He was familiar with cGMP and all classes of clean rooms related to manufacturing facilities.

EDUCATION

- BSME, California Polytechnic State University, San Luis Obispo
- Credentialed Instructor, Los Rios Community College District Campuses: Cosumnes River College, Folsom Lake College, & Sacramento City College

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Registered Mechanical Engineer, 31455
- CA Registered Fire Protection Engineer, 2013
- Certificate Fire Protection Engineering | University of California Davis Extension
- Certificate in HVAC and Refrigeration | University of California Davis Extension

PROFESSIONAL AFFILIATIONS:

- American Society of Heating, Refrigerating & Air Conditioning Engineers
- American Society of Mechanical Engineers
- National Fire Protection Association
- American Society of Plumbing Engineers

Project Manager / Lead Mechanical Engineer | Interface Engineering, Inc. / 1997 - 1999

David was the lead engineer for the Mechanical Division of a Mechanical/Electrical engineering firm. He initiated and implemented the writing of a Project Management Procedures Manual for companywide use. David performed heating and cooling load calculations, layout of mechanical designs for central plant systems, chilled water systems, heating hot water systems, variable air volume systems, and write specifications.

Mechanical Designer | Edward Rios & Associates | 1994 - 1997

David was responsible for all aspects of HVAC, process piping and plumbing design and drafting for a mechanical engineering firm. He performed heating and cooling load calculations using Trane Trace analysis software.

Mechanical Designer | The Spink Corporation | 1991 - 1994

David was responsible for all plumbing and process piping design and drafting for the Mechanical Division of a 115-person multidisciplinary engineering firm. Drafting was done using AutoCAD Release 11. David's primary responsibilities included running HVAC loads using Trane "Load 600" analysis program, Title 24 compliance, and field work for remodel/rehabilitation projects.

Mechanical Designer / Estimator | Mark III Engineering Contractors | 1986 - 1991

David performed material takeoffs for plumbing and HVAC. He designed HVAC and plumbing for commercial projects. David priced out projects and submitted bids to general contractor. He also served as a project manager for field staff.

JEROME SCHREIBER, EE

ELECTRICAL ENGINEER

Jerome has more than 40 years of electrical industry experience. He is a licensed electrical engineer in California and Hawaii, and is certified by the International Association of Electrical Inspectors as an Electrical Plans Examiner and Electrical inspector. Jerome's experience is wide and varied, having provided engineering services to the military, public utilities, private organizations and municipal agencies.

PROFESSIONAL HISTORY

Building Inspector | City of Glendale | 2013 -Present

Jerome has served as a Building Inspector for the City of Glendale since August 2013. His duties have included Building, Plumbing, Mechanical, & Electrical Inspections and Plans Examination.

Instructor | Long Beach City College | 2013 -Present

Since 2013, Jerome has served as an instructor in National Electrical Code for Industrial & Commercial Applications at Long Beach City College.

Senior Electrical Inspector | City of Vernon | 1987 -2013

Jerome was responsible for electrical plans examination and performing Building, Plumbing, Mechanical, & Electrical inspections and all electrical installation in the City and for the City municipal facilities.

Electrical Consultant | BSK Engineering | 1986 -1987

Jerome served as an Electrical Consultant for a private firm that provided design for factories, restaurants, computer rooms, car lots, and other such installations.

Distribution Engineer | Southern California Edison | 1983 -1986

Jerome provided service planning and customer coordination for this Southern California utility.

Interior Electrician | Air National Guard | 1978 -1980

Jerome provided electrician services for various installations as a member of the Air National Guard.

Automatic Flight Control Systems Specialist, Sergeant | US Air Force | 1973 -1977

As a Sergeant in the US Air Force, Jerome served as Shift Supervisor and was responsible for repair crew to facilitate maintenance on transient aircraft.

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EDUCATION

- BS, Electrical Engineering, California Polytechnic University

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Electrical Engineer 12290
- HI Electrical Engineer 13259
- International Association of Electrical Inspectors – Electrical Plans Examiner and Electrical Inspector – 6027880

International Code Council (ICC)

- ICC CA Commercial Building Inspector
- ICC CA Commercial Mechanical Inspector
- ICC CA Commercial Plumbing Inspector
- ICC CA Residential Mechanical Inspector
- ICC CA Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Mechanical Inspector
- ICC Plumbing Inspector
- ICC Plumbing Inspector UPC

PROFESSIONAL AFFILIATIONS:

- International Association of Plumbing and Mechanical Officials
- International Association of Electrical Inspectors
- IEEE

RICHARD MADDOX, ICC

ELECTRICAL PLANS EXAMINER

Richard brings over 25 years of experience in all aspects of plan review and building inspections. Richard provides accurate and complete electrical plan reviews of residential and commercial buildings. While working for Clark County, Richard represented his department for multiple years at all electrical industry events such as IAEI, IEEE, AGC, NEMA, ABC, SNHBA and IBEW. Richard maintains his electrical plan review and inspection skills by regularly participating in industry and code related training and attending electrical safety and electrical industry symposiums

EDUCATION

- Victor Valley College Inspection Technology Certificate
- Pacesetter Schools Building Inspections Certificate
- Gordon Copper Vocational Technical School

PROFESSIONAL LICENSES AND CERTIFICATIONS

ICC NO. 848507:

- ICC Building Inspector
- ICC Combination Inspector
- ICC Combination Inspector - Legacy
- ICC Electrical Inspector
- ICC Mechanical Inspector
- ICC Mechanical Inspector UMC
- ICC Plumbing Inspector
- ICC Plumbing Inspector UPC
- ICC Master Electrician (NV) 000-001221
- OSHA 10 & 30 Training
- ATC 20 Post Disaster Training

PROFESSIONAL HISTORY

Electrical Plan Review | BPR Consulting Group | 2021 – Present

Richard provides electrical plan reviews for residential and commercial projects for compliance with the California Electrical Code, California Energy Code requirements as well as local codes and ordinances.

Building Inspector and Plans Examiner | Consulting Firm | 2013-2021

Provided electrical plan review and inspections for residential and commercial buildings for compliance with California Electrical Code and Energy Code requirements, local codes, policies, amendments, and ordinances.

Supervising Building Inspector, Electrical Specialist | Clark County, Nevada | 2003-2012

Supervised a staff of 15 inspectors. Assisted customers in addressing problems and concerns with compliance issues on code-related matters. Assisted with plan checking for complex projects and conflict resolution. Participated in budget planning, budget review and long-range planning.

Building Inspection Specialist | Clark County, Nevada | 2000-2003

Developed an education program for inspectors. Researched, authored and maintained the department's electrical policies, procedures and inspection technical guidelines. Represented the department to the local utility on all electrical related issues. Represented the department at all electrical industry meetings such as IAEI, IEEE, AGC, NEMA, ABC, SNHBA and IBEW.

Senior Building Inspector | Clark County, Nevada | 1997-2000

Combination inspection of single family and commercial occupancies for code compliance. Maintained an inspection record in the field and office. Investigated complaints and issuance of enforcement actions. Assisted all customers in addressing problems and concerns on compliance issues on all code-related matters related to active permits.

Combination Inspector | Clark County, Nevada | 1995-1997

Combination inspection of single family and commercial occupancies for code compliance. Maintained an inspection record in the field and office. Investigated complaints and issuance of enforcement actions.

ANDREW BURKE, CASp, ICC

CERTIFIED ACCESS SPECIALIST | PLANS EXAMINER

Andrew is a Certified Access Specialist and ICC certified Plans Examiner with more than 17 years of industry experience in plan review, inspection, administration and estimating. Andrew has extensive plan check experience in multi-story mixed use projects and provides in-depth review of accessibility issues to ensure compliance with all California building codes. His CASp certification provides him the ability to ensure all aspects of accessibility have been achieved. His formal training in ICC codes, as well as on-the-job experience, helps him to provide thorough and accurate commercial and residential plan reviews and inspections. Andrew is an excellent asset to any building department both in the office and out in the field.

EDUCATION

- Associates in Building Inspection Technology, Butte Community College
- Associates in Mathematics, Butte Community College

CERTIFICATIONS

- Certified Access Specialist – CASp-710

International Code Council, 8250398

- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Permit Technician
- ICC Commercial Building Inspector
- ICC Residential Plans Examiner
- ICC Residential Combination Inspector

PROFESSIONAL HISTORY

Plans Examiner | Certified Access Specialist (CASp) | BPR Consulting Group | 2021 – Present

Provides life safety and accessibility plan review for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plans Examiner | Certified Access Specialist (CASp) | Interwest Consulting Group|2013 – 2021

Provided life safety and accessibility plan reviews for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Building Department Intern | Town of Los Gatos | 2012

Andrew worked as an intern in various areas of a building department. Performed field inspections and worked behind the counter as a permit technician.

PROJECT EXPERIENCE

2020 Project Expansion | University of California, Merced | 2016 - 2021

Life Safety and Accessibility Plans Examiner | Andrew reviewed plans for the campus expansion for compliance California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards, Fire Codes, Green Building Standards Code, and California Accessibility Standards; state and local building codes, policies, amendments, and ordinances.

Sac Republic Soccer Stadium | City of Sacramento | 2019

Accessibility Plans Examiner | Andrew provided plan review for this new 409,664 SF stadium to ensure compliance with applicable accessibility codes and standards.

North 40 | Town of Las Gatos | 2018 - 2019

Accessibility Plans Examiner | Andrew provided accessibility reviews for the new 211,773 SF mixed use building in the North 40 development consisting of residential, parking garage, community room and commercial.

MARK MEYERS, CBO, ICC

PLANS EXAMINER

For 25 years, Mark served as a Building Official, Deputy Building Official, Building Inspector, Plans Examiner and Permit Coordinator for the City and County of Madera and the City of Clovis. He has implemented permit tracking software for multiple jurisdictions, prepared operating budgets and managed all facets of building department activities. He currently serves as an Inspection Manager, supervising inspection and clerical staff, for the UC Merced 2020 Project, helping to design and implement the inspection program to fit the University's evolving needs.

PROFESSIONAL HISTORY

Building Official | Project Manager | BPR Consulting Group | 2021 – Present

Mark provides Building Official services for several Cities and Counties throughout California. In addition, Mark provides supervision for inspection staff and clerical staff for the Cities and Counties where he works. Marks responsibilities also includes meeting with clients to insure that expectations are being met and maintaining client relationships.

Inspection Manager | Consultant | 2016 – 2021

Mark supervised inspection staff and clerical staff for the UC Merced 2020 Project, working with client staff for the design and implementation of the inspection program to fit the changing needs of UC Merced.

Building Official | City of Clovis | 2008 – 2015

Mark supervised 9 staff and was responsible for all building inspections. His duties included supervision and training of office staff and implementing new training programs for building inspectors. Mark designed and implemented a new computerized permit tracking and issuance program for the Planning and Development Services Department. This system included complete integration with the City's well-developed GIS systems. All permit processing was done manually before new permit tracking system was implemented. The program interfaces with the Tax Collector and Assessor's Office. Mark formulated a million-dollar budget and presented it annually. He worked regularly with the Fire, Planning, and Engineering Departments.

Deputy Building Official | City of Clovis | 2006 – 2008

Mark supervised 14 staff responsible for building inspection processes and building permit fee revision. He trained office staff and implemented new training programs for building inspectors. Mark designed and implemented new computerized permit fees to better comply with state laws and to track time for each inspection type.

Permit Coordinator | County of Madera | 2000 – 2006

Mark was responsible for all building inspection processes and coordinating building permit issuance. He performed all the duties of a Building Official, and supervised and trained a staff of 20 employees, as well as implementing new training programs for building inspectors. Mark designed and implemented a new computerized permit tracking and issuance program for the Resource Management Agency. Mark coordinated and supervised the remodel of a 37,000 square foot retail building into an office complex for the Resource Management Agency and moved four

EDUCATION

- BS, Business and General Management, San Francisco State University
- AA, Business Administration, College of San Mateo
- Coursework, Electrical Engineering California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

International Code Council 8005399

- ICC Certified Building Official
- ICC Building Code Specialist
- ICC Plumbing Inspector UPC
- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Plumbing Inspector

departments into one building. Mark's duties allowed him to work regularly with the Environmental Health, Fire, Planning, Engineering and General Services, Public Works, Roads and Transportation Departments.

Building Inspector | Plans Examiner | Acting Chief Building Official | City of Madera | 1991 – 2000

As a building inspector, Mark inspected residential and commercial buildings, and was responsible for enforcing all building codes per State and local codes. As a plans examiner, Mark regularly worked with the planning department. He formulated the budget for the Building Department and regularly presented staff reports to the City Council. He also did preliminary work on designing a computerized tracking program for the issuance of permits for the Building Department. Mark was eventually designated Acting Chief Building Official.

PROJECT EXPERIENCE

2020 Project Expansion | University of California, Merced | 2016 - Present

Inspection Manager | Mark supervised inspection staff and clerical staff for the UC Merced 2020 Project, working with client staff for the design and implementation of the inspection program to fit the changing needs of UC Merced.

Table Mountain Rancheria | Friant, CA | 2018 – Present

Building Official | Mark served as the Building Official for the Table Mountain Casino and Hotel Expansion providing guidance to the Tribe for code alternatives and manages the inspection and plan review team for the project.

MARK BERG, CBO, ICC

CERTIFIED BUILDING OFFICIAL | PLANS EXAMINER | BUILDING INSPECTOR | MASTER CODE PROFESSIONAL

Mark is an ICC Certified Building Official, Plans Examiner, Building Inspector, and Master Code Professional with experience performing life-safety, architectural, mechanical, plumbing, electrical, and structural reviews in residential, multi-family and commercial projects. Mark has successfully guided department staff with inspection and plan review of all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mark also possesses exceptional skills in complaint resolution, problem solving, damage assessment and team building.

PROFESSIONAL HISTORY

Building Official, Life Safety Plans Examiner | BPR Consulting Group | 2021-Present

Performing comprehensive plan review and inspection services for client agencies. Reviews residential and non-residential plans for compliance with California Building, Life Safety, Fire, Plumbing, Mechanical, Electrical Codes, Energy and Green Standards, local building codes, policies, amendments, and ordinances.

Building Official, Life Safety Plans Examiner | Consulting Firm | 2017-2021

Performed comprehensive plan review and inspection services for residential and commercial projects for client agencies. Projects included residential, multi-family residential, commercial, and industrial projects consisting of tenant improvements and new buildings.

Building Official | City of Redlands | 2015-2017

Supervised staff coordination with cities, agencies and the public on various Technical or legal aspects of programs. Performed the most complex and difficult plan checks for both building and fire life safety. Reviewed the new and existing codes and regulations and recommended revision to current ordinances, policies, and inspection methods to meet new requirements.

Building Inspection Supervisor | City of Rancho Cucamonga | 2010-2015

Supervised and trained building inspection staff, developed inspection related policies and guidelines for the department, conflict resolution and code interpretations.

Building Official | City of Norco | 2006-2011

Supervised staff coordination with cities, agencies and the public on various technical or legal aspects of programs. Performed the most complex and difficult plan checks for both building and fire life safety. Reviewed the new and

BPR CONSULTING GROUP

EDUCATION

- BS, Public Administration, Minor in English, California Baptist University
- AA, Construction Technology, Riverside Community College
- AA, Physical Education, Riverside City College

PROFESSIONAL LICENSES AND CERTIFICATIONS

ICC NO. 859362:

- Master Code Professional
- Electrical Inspector
- Certified Fire Code Official
- Certified Building Official
- Plumbing Inspector UPC
- Mechanical Inspector UMC
- Fire Plans Examiner
- Building Code Official
- Combination Inspector – Legacy
- Fire Inspector I
- Fire Inspector II
- Building Inspector
- Residential Combination Inspector
- Building Plans Examiner
- Combination Dwelling Inspector – Uniform Codes
- Building Code Specialist
- Fire Code Specialist
- Residential Energy Inspector/Plans Examiner
- Accessibility Inspector/Plans Examiner

existing codes and regulations and recommended revision to current ordinances, policies, and inspection methods to meet new requirements. Investigated violations of building construction codes and determined necessity for issuance of legal complaints.

Building Division Manager | County of Riverside | 2001-2006

Handled difficult public relations problems, directs investigations of complaint or problems, and recommends resolutions. Assisted in arranging and conducting classroom and on-the-job training sessions for the technical personnel and counter staff. Supervised the plan examination process, inspections, documentation activities and the development process.

Plans Examiner-Sr. Building Inspector | City of Temecula | 1991-2001

Oversee the plan examination process, inspections, documentation activities and the development review process. Provided code interpretations and developed technical documents. Performed the most complex building code compliance plan reviews.

PROFESSIONAL AFFILIATIONS

- CALBO – Damage Assessment Committee, State Building Codes Committee
- CACEO – California Association of Code Enforcement Officers
- CEC – California Energy Commission
- ICC – Administrative Committee
- NFPA – National Fire Prevention Association, Building Systems Committee
- IAPMO – Code Interpretation Committees for UPC, UMC
- JAEI – Journal of Ancient Egyptian Interconnections
- City of Riverside Parks, Recreation, and Community Services Commission

DANIEL GARCIA, PE, REA, CPP

SENIOR CIVIL ENGINEER

Dan is a licensed civil engineer with approximately 38 years of public works engineering and project management experience. He has served in senior and executive management public works positions with the cities of Maywood, Costa Mesa, Norwalk, El Segundo, Solvang, Culver City and Novato. Daniel brings to each project experience and expertise in the areas of Capital Improvement Program management, Private Development, Grading, Parks and Land Use, Water Resources and Transportation Planning.

PROFESSIONAL HISTORY

Senior Civil Engineer | BPR Consulting Group | 2021 - Present

Dan provides design and review services for numerous Public Works Departments in the Southern California Region.

Senior Civil Engineer | Project Manager | Consultant | 2014 – 2021

Dan provided project management project management, design services and reviews for numerous Public Works Departments. Dan managed numerous capital improvements, provided numerous site/grading reviews, reviewed numerous wastewater improvement projects and managed numerous street improvement projects. He served as a Public Works Director, City Engineer,and Project Manager for numerous Cities.

City Engineer | City of Norwalk | 2011 - 2014

Notable projects while serving as City Engineer include completing the design and right of way phase of the $22 million Firestone Bridge project and implementing $6 million in I-5 mitigation projects. He coordinated efforts with such agencies as the Metropolitan Transportation Authority (MTA), Caltrans, and Gateway Cities, U.S. Army Corps of Engineers, Southern California Edison and the County of Los Angeles.

Assistant City Engineer | City of El Segundo | 2007 - 2010

Completed the construction of the Douglas Street Gap Closure Project ($39 million) Implemented $1 million seismic retrofit of the City's 3.1 MG Water Reservoir. Completed construction and audits for the Douglas Street Gap Closure 3.1 Million Gallon Water Reservoir Seismic Retrofit. Street Improvements, Waterline and Sewer Replacements (various locations). 118th Street Improvements – Included reconstruction of street and coordination with BNSF Railway and Metro for the replacement of deteriorated rail with concrete paneled rails.

Senior Civil Engineer | City of Culver City | 2005 - 2007

As manager of the Capital Improvement Program and Sewer Collection System, his role included the coordination of industrial waste, air quality management, assessment districts and recycled water. Coordinated the Amalgamated Sewer Agreement with the City of Los Angeles, this included making capital improvements to the telemetry system for meters detecting the flow in and out of Culver City. Managed the Sewer Assessment District – This included coordination with the Los Angeles County Assessor regarding changes in customer water billings and capital improvements. Analysis of the Braddock Sewer Pump Station Improvement which led to the overhaul of the Culver City Sewer Master Plan. Instrumental in Sewer Replacements & Street Improvements (various locations)

Public Works Director / City Engineer | City of Solvang | 2004

Responsibilities included the implementation of the Capital Improvement Program and maintenance of streets, storm drains, private development, transit, sewer collection, sewer treatment, water distribution, wastewater

BPR CONSULTING GROUP

EDUCATION

- BS, Civil Engineering, California State University, Long Beach
- MS, Public Administration, California State University, Long Beach

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Civil Engineer CE-45710
- Registered Environmental Assessor 5640
- Certified Permitting Professional D11308, SCAQMD

treatment, building maintenance and solid waste. Coordinated city issues with regional agencies such as the Santa Barbara County Association of Governments (SBCAG), the Public Works Coordination Council, the Sanitation Agencies Management Association (SAMA) and the Central Coast Water Agency (CCWA). Obtained approval from the State of California for a $10.2 million Revolving Fund Grant for water treatment on Well Number 3 in the Santa Ynez River. Reviewed private development including grading, paving, storm drain and sewer. Implemented the development of a new Skate Park. Street Improvements, Water and Sewer Replacements (various locations). Obtained two new buses for Solvang Transit. Wrote LOMR's (Letters of Map Revisions) for FEMA affected parcels

Principal Civil Engineer | City of Novato | 2001 - 2004

Dan was responsible for the management of both private and Capital Improvement Projects. He successfully obtained approvals through presentations to City Council, Planning Commission and Design Review Committee and also coordinated with the Planning, Building, and Parks and Recreation Departments within the City. Externally, he coordinated with Marin County, the Army Corps, the Coastal Conservancy, special Districts and the public. He was also responsible for FEMA Flood Districts and encroachment permits. Private Development Review – As the Principal Civil Engineer in charge of Private Development, Dan coordinated with Developers and their Engineers through the City's Design Review, Planning and City Council processes in accordance with the Subdivision Map Act, implementing Conditions of Approval and other State and Federal requirements. This included advocating for the City's interests in the design of these developments.

Development Review Engineer | City of Hayward | 2000 - 2001

Responsible for managing private projects, assessment and benefit districts, annexations, FEMA flood districts, building division engineering review and liaison for the Community Development Department with Public Works. As a required staff member of the Planning Commission, he advocated engineering issues there and at City Council meetings. Working in the Planning Division, he was the central liaison to Public Works. He also managed all engineering issues in the Planning and Building Divisions, including permit issuance. He was the City's Coordinator with LAFCO and Alameda County. Reviewed all Private Development Subdivision Plans for compliance with the Subdivision Map Act and the City's Conditions of Approval. As a seated member of the Planning Commission, he was the City's Engineering Advocate for Private Development. As the City's representative to the Local Area Formation Commission (LAFCO) for Alameda County, he advocated for Out-Of-Area Service Agreements with the County for sewer service in the County to the Hayward sewer system. Organized and implemented Landscaping and Lighting Districts under Proposition 218 throughout the City.

Assist. Harbor District Engineer | City of Los Angeles | 1984 - 2000

Responsible for the management of the Harbor District Bureau of Engineering office that included directing capital improvement of the streets, storm drain and wastewater programs. Accomplishments included the implementation of a Geographical Information System, Successful development and completion of a $5 million Watts Sewer Replacement Program, and the implementation of $45 million in other capital improvement projects. Responsible for the CIP budget for that district. As Assistant Division Engineer for the Solids Technology and Resource Recovery Division at Hyperion Sewage Treatment Plant, he supervised 105 consultant employees in the implementation of $500 million in research and development of solids handling projects. From 1998 to 2000, he served as the City of Los Angeles On-Call Emergency Sewer Coordinator using the City's on-call list to address the sewer emergencies in the City of LA and analyzed the hydraulic problems with the City's major sewers.

RICK WALTERS, CASp, LEED, CBO, ICC

CERTIFIED ACCESS SPECIALIST | PLANS EXAMINER

Rick has over 30 years of experience in the construction industry with over 30 of those years in the Building Inspection industry. Rick has experience as a building official and inspector. He has provided senior inspector services in disaster zones for floods and wildfires which required communication with the National Guard, elected officials and law enforcement. Additionally, Rick is experienced in inspection management, council meetings, planning meetings, city and county design review meetings, field inspections, permit tracking and issuance, record keeping, construction techniques, and office procedures.

Rick has provided inspection services for over 25 different City, County, State and Military installations. He inspected services of a Wildfire Disaster Zone involving over 100 structures and provided Flood Zone inspections for over 1,100 homes. He provided Chief Building Official services to the Cities of Dixon, Calistoga, Yountville, St. Helena, Gridley, Auburn and Woodland.

PROFESSIONAL HISTORY

Chief Building Official | Certified Access Specialist | Senior Inspector / BPR Consulting Group / 2021 - Present

Rick provides Building Official, building inspection, plan review, CASp review and inspection services for several clients in Northern California.

Chief Building Official | Certified Access Specialist | Senior Inspector / Interwest Consulting Group / 2014 - 2021

Performed Building Official, building inspection and plan review services for various Northern California municipalities, as well as providing CASp plan review and inspection services.

Inspection Services / Bureau Veritas | Beale Air Force Base, CA / 2012 - 2014

Rick provides full inspection services for military housing at Beale Air Force Base. Inspections of single family homes and duplexes include foundation, framing, mechanical, plumbing, electrical, and final inspections. Daily and weekly reports are compiled listing any deficiencies or items needing repair/replacement.

Fill-In Building Inspection Services / Bureau Veritas, CA / 2011 - 2012

Rick has provided fill-in building inspection services during staff vacations, sick-time, and periods of high-workload for the Cities of West Sacramento and Napa. He has inspected residential and commercial structures for compliance with all applicable building codes and local ordinances.

Building Inspection Services Manager / City of Woodland, CA / 2008 - 2011

Rick oversaw the inspection program for the City of Woodland. He managed and directed the inspectors on staff as well as performed inspections for residential, commercial, and industrial facilities.

BPR CONSULTING GROUP

CERTIFICATIONS

- IAPMO Certified Plumbing Inspector, 030666
- IAPMO Certified Mechanical Inspector, 090146
- CA LEED Certified, LEED AP BD+C, 10436985
- Certified Access Specialist, CASp-439

International Code Council, 1061008

- ICC Building Code Official
- ICC CA Residential Building, Plumbing, Mechanical, Combination, Electrical Inspector
- ICC Certified Building Official
- ICC CA Commercial Building, Plumbing, Electrical, Combination, Mechanical Inspector
- ICC Building, Electrical, Combination, Mechanical , Plumbing Inspector
- ICC CA Combination Inspector
- ICC Mechanical UMC
- ICC Building Plans Examiner
- ICC Plumbing Inspector UPC
- ICC CA Building Plans Examiner
- ICC Combination Inspector – Legacy
- ICC Building Code Specialist
- ICC Commercial Combination Inspector

PROFESSIONAL AFFILIATIONS

- International Code Council,

Senior Building Inspector / City of Woodland, CA / 2007 - 2008

As a Senior Building Inspector in the City of Woodland, Rick performed inspections and building plan code compliance reviews for residential, commercial, and industrial projects including hotels, industrial construction and multiple housing tracts. Other job duties included permit tracking and issuance as well as record keeping.

Interim Building Official / City of Woodland, CA / 2006 - 2007

Senior Building Inspector / City of Woodland, CA / 2004 - 2006

Senior Building Inspector / City of Auburn, CA / 2004

Interim Building Official / City of Auburn, CA / 2003 – 2004

Senior Building Inspector II / City of Auburn, CA / 1999 – 2004

Building Inspector II / County of Yuba, CA / 1990 – 1999

Building Inspector I / County of Yuba, CA / 1989 - 1990

STACEY BARKER

PERMIT TECHNICIAN / ADMINISTRATIVE SUPPORT

Stacy is an ICC Certified Permit Technician with six years of experience providing services to multiple Northern California municipal clients. In addition to her technical abilities, Stacy has excellent customer service skills that help her to work well with applicants and City staff. She is efficient in the use of the GreenVue's Digital Permit Suite, Accela Automation, Community Core, as well as other municipal tracking systems.

EDUCATION

- Gavilan College, Certificate
- Evergreen Valley College, Certificate

PROFESSIONAL LICENSES AND CERTIFICATIONS

- ICC Certified Permit Technician, 8821141

PROFESSIONAL HISTORY

Permit Technician | BPR Consulting Group | 2021 – Present

Primary responsibilities include providing permit technician services to Norther California municipal clients and customer assistance to the general public. Processes documents and reports and directs them to the appropriate department/person. Stacy facilitates a positive productive working environment and maintains clear communication within the office.

Inspection Analyst | UC Merced | 2016 – Present

Primary responsibilities included provided administrative support to our consulting staff and customer assistance to the general public. Processed documents and reports and directed them to the appropriate department/person. Stacy has worked on the UC Merced 2020 Project assisting in all facets of permit technician services. Stacy facilitated a positive productive working environment and maintains clear communication within the office.

Permit Technician | City of Foster City | 2015

As a Permit Technician for consulting firms, Stacy received and reviewed building applications from customers; assessed scope of project and relevant permit requirements; educated customers regarding necessary permits and general code compliance of their proposed projects. She verified that projects obtained all necessary approvals; verified professional and contractor licensing; calculated and verified valuations and fees; accepted payments and issued permits as authorized. Stacy maintained records and prepared reports as required. She assisted in completing permit applications by explaining building permit requirements; assisted and advised customers in matters relating to building requirements and status of submitted projects. She tracked plan check applications from submission to approval; routed plan checks to appropriate departments and updated applicants on status of their applications. Stacy also calculated fees for permits; logged inspections request and prepared field files for daily inspections for building inspectors; assisted building inspectors in coordinating inspection requests; and performed clerical duties for the building department. She prepared monthly reports for the Assessor's Office and Construction Monitor and prepared monthly billings.

PROJECT EXPERIENCE

2020 Project Expansion | University of California, Merced | 2016 - 2020

Inspection Analyst | Stacey provided administrative support to our consulting staff and customer assistance to the general public. Processed documents and reports and directed them to the appropriate department/person.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 5th day of April 2022 by and between the City of South Lake Tahoe, a municipal corporation ("City") and BPR Consulting Group ("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 1year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $48,200 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, and such records shall be available at Consultant's address indicated from the date of termination or completion of this Agreement.

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

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

shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

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

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

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

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

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

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

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

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

costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence 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 the performance of work under this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

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

If to Consultant: BPR Consulting Group ATTN: Bill Rodgers
2201 Francisco Drive, Suite 140-658
El Dorado Hills, CA 95762
916-562-3600
brodgersa@bpr-grp.com

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be

permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

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

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

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in Exhibit C. Further, Consultant shall require that the

language of the certification in Exhibit C be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By_____
Devin Middlebrook, Mayor

Date _____

CONSULTANT:

By _____
Bill Rodgers, Principal-in-Charge

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____
City Attorney

Date _____

ATTEST:

By_____
City Clerk

Date _____

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

SECTION D

SCOPE OF WORK / IMPLEMENTATION

The BPR team holds extensive experience and a proven track record of providing building department services in a cost-effective manner. Our plan review services focus on providing timely and thorough plan reviews with the goal of approving code compliant plans to avoid code related issues during the construction process. In coordination with the City of South Lake Tahoe, we can work with the design team to address any code compliance issues during the design process resulting in quick approval of the final construction documents.

Below you will find our general approach to providing building plan review and permitting services. This will be refined to address the specific requirements of the City's Recreation and Aquatic Center Project.

Plan Review and Permitting Services

All plans examination services will be performed under the direction of our Project Manager, Bill Rodgers. Bill will be supported by a team of licensed structural, civil, mechanical, electrical, and fire protection engineers, ICC certified plans examiners and CASp experts possessing the necessary experience and certifications to perform complete structural and non-structural construction document plan review on a project of this type and scope. At a minimum, two contacts will be designated to handle all communications with the City to ensure no disruptions occur in the absence of the primary contact. When needed to meet aggressive schedules and peak workload demands, additional support will be provided by appropriately qualified staff.

BPR will furnish our staff with all of the necessary materials, resources and training to perform the necessary plan review services, including a copy of applicable City amendments, policies, forms, and procedures. Our plans examiners maintain a working knowledge of applicable building codes and plan review procedures and will perform detailed plan reviews to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. Our team will use their experience and skills to promote efficient services on behalf of your department. BPR has the ability to send and receive all documents associated with digital plan reviews.

Per the RFP, we understand that the City is requesting plan review comments and/or redline documents be provided to expedite clearing discrepancies and approvals. It is the intent to provide expedited and complete plan review and permitting services for this project. Our staff will coordinate all communications with the City's representative(s) in a collaborative and professional manner to quickly identify and resolve code compliance issues. Unless requested to do so by the City's representative(s), our team will not reach out directly to the design team. Plan review comments will be completed in a format provided by the City. At the completion of each plan review iteration, draft copies of the plan review comments will be emailed to the City's Building Official for review and quality assurance approval. Any requested changes or revisions to the plan review comments are to be completed within 24 hours after the quality assurance review by the City. At the completion of the plan review process BPR will submit one complete digital file or paper sets of all final review documents bearing BPR's plan review stamps, annotated as approved, to the City of South Lake Tahoe Development Services Department. Approval will not be recommended until all code compliance issues are either redlined or formally resolved and all permit issuance requirements of the City Building Division and the Department of Public Works are satisfied. It is understood that code interpretations are subject to final review and approval by the City Building Official.

BPR's staff understands the importance of providing quick, efficient, and consistent plan review services to enable building projects to start construction as quickly as possible which is critical for the economic impact

projects may have to the City, and is especially critical due to the regions short building season. BPR will complete plan reviews in a timely manner and within the time-frames established by the City and as documented in this proposal below. BPR's staff will be available within one business day to respond to questions from the City which may be generated during the plan review process. Our staff will be available for teleconferences at the request of the City.

Plan review services for the City's Recreation and Aquatics Center project shall be performed remotely and staff is equipped to perform digital plan review of plans and supporting documents using Bluebeam Revu. Should paper submittals need to be submitted, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. BPR will track all plan review activity and will communicate data required to reflect turnaround times, the number of submittals required to obtain approval, and the status of submittals at the request of the City.

Technical Plans Examination Capabilities

BPR's staff possesses significant technical capabilities in all areas of plans examination competency gained from years of experience providing these same services. All plans examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific, phased, plan reviews on an as-needed basis as requested by clients.

Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, energy calculations, geotechnical reports, structural calculations, electrical load calculations, comissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written, plan review letters, communicate effectively orally and in writing and work effectively with jurisdiction staff, project design teams, and contractors. Our plans examiners posess knowledge of the most current state adopted building standards.

Architectural

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story, residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances

Structural

Our structural engineers have experience designing and reviewing building projects subjected to the significant snow and wind loads as necessitated by the climate in South Lake Tahoe. Our structural engineers have reviewed all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities.

Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Reinforced Masonry
- Heavy Timber / Timber Frame / CLT
- Reinforced and Prestressed Concrete
- Stressed Skin Panels
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth
- Insulated Concrete Forms, (ICF)

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- Jurisdiction adopted amendments
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

Mechanical, Plumbing & Electrical

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction adopted amendments

Specialty plan review services may be provided utilizing the most current editions of national standards including the following:

- International Building Code
- International Residential Code
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 99 (medical gases)
- NFPA 101 Life Safety Code

- NFPA Standards 13 (automatic fire sprinkler systems)
- NEHRP Requirements for Existing Building

Energy Compliance

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. Our staff have experience verifying CA Energy Code requirements for projects located within climate zone sixteen. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

Green Building Standards

BPR's staff has a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.

Access Compliance & CASp Review

All BPR CASp-certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.

Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

Fire Code Plan Reviews

We have an experienced and licensed professional Fire Protection Engineer on staff to address your fire and life safety needs. Our fire safety plan review and inspection staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with fire and life safety regulations.

Our Fire Plans Examiners and Inspectors have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials

- Fire Department Standards
- Code referenced National Fire Protection Reference Standards
- Municipal, State or Federal regulations enforced by local Fire Agencies

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

Electronic Plan Review

BPR Consulting Group is experienced with the City of South Lake Tahoe's **Google Drive**-based electronic document transfer system and proposes to work with the City and use this system as requested. We do, however, maintain an efficient **ShareFile**-based, electronic document, submittal system for receiving and sending large electronic document files.

We will establish a unique distribution email address to which the City can send notifications and correspondence.

We will review electronic submittals utilizing **Bluebeam**, and can easily supplement our comment lists with snapshots of redlines to facilitate the plan review process and efficiently communicate our comments, where necessary.

Final electronic documents will be stamped in Bluebeam, flattened, and returned to the City via the Google Drive link or our ShareFile portal.

Plan Review Completion Timeframes

We complete all **plan reviews** in a timely manner and within time-frame guidelines established by the City. As noted in the RFP, we will meet or exceed the City's timeframe to return a list of comments to the City and/or approval notification within **fourteen (14) business days on the first review** and maximum **ten (10) business days on subsequent reviews**. All plan check comments are subject to approval by the City and all requested revisions must be completed within twenty-four 24 hours after quality assurance review by the City. In the event the review is completed and returned to the City delinquent one (1) to five (5) days in excess of the due date, a 10% reduction in cost to the City shall be provided. If the review is completed and returned to the City delinquent six (6) to ten (10) days in excess of the due date, a 20% reduction in cost to the City shall be provided. If the response time exceeds ten (10) days in excess of the due date, the plan review shall be completed at no cost to the City.

Communicating Plan Review Results

Plan review comments, when necessary, will be typewritten into the City's Excel-based comment list format. The comments will refer to specific details, drawing or supporting document, and will reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be efficiently utilized by clients, designers, contractors, and owners to understand the noted deficiency and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment letter to the Building Official for review. BPR's staff will not contact the designer directly unless directed by the Building Official. When necessary, in order to facilitate plan review approval, we will

participate in meetings with City staff to discuss possible code compliant solutions to challenging design issues. BPR staff shall be available for teleconferences at the request of the City and shall be available within one business day to respond to questions from the City that may be generated during the plan review process.

Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as required, bearing BPR's plan review stamps and ready for final approval and permit issuance. If requested our staff, will update the City's permit tracking system and coordinate with other City departments to ensure all applicable entities have approved the project for permit issuance. Our final transmittal will indicate any deferred submittals, special inspection forms, etc. to be submitted to the Building Department during construction. BPR's staff will also communicate all data as required to issue a Certificate of Occupancy as specified in CBC 111.1. on a form provided by the Building Department. Recommendation of approval will not be issued to the Building Official until all code compliance issues have been resolved and all building code issuance requirements have been satisfied.

Code Interpretations

We understand that all code interpretations are subject to final review and approval by the Building Official. BPR Consulting Group's engineers and plans examiners will provide unbiased recommendations, code research, and background information to assist the Building Official to make an informed code compliant determination. We further understand that all plan review comments are subject to review and approval by the Building Department.

Customer Service | Responsiveness

BPR Consulting Group's staff is always available and willing to discuss plan review issues for projects that we have reviewed with Building Department staff, applicants, designers and contractors via in-person or electronic meetings, telephone, or e-mail as required to resolve plan review related issues. We maintain Microsoft Teams, Zoom and GoTo Meeting accounts in order to foster efficient communication with project proponents who may be located outside the South Lake Tahoe area. Voice mails, e-mails will be responded to the same day they are received if possible, always within 24 hours.

When we are notified that a plan review project has been assigned to us, BPR's staff will acknowledge the notice immediately, always within 24 hours. BPR's staff will be available within one business day to respond to questions from the Building Official or inspection staff which may be generated during field inspections of projects which were reviewed by BPR staff.

Permit Technician Services

Permit technician services are crucial to the success of the project's permit processing. The ability to properly route plans to various plans examiners for review, track submittals, track approvals, database management and issuance of final documents are all critical to the success of your project. We understand that the ability to maintain a smooth flow of permit documents between the City and consultant staff and maintain accurate and up-to-date records, are key elements to furnishing first-rate, efficient success of the project.

Our Permit Technicians will provide information about plan review status, will be organized and have the ability to maintain filing systems necessary for tracking the permits, plan check progress, approved project documents, deferred approvals and any other records or information important to the efficient permitting of your project.

PROJECT BUDGET

For complete building department plan review services as outlined in our proposal we propose a total fee of $42,800.00 for all plan review services to be paid as noted in the table below:

Item No.	Item Description	Qty.	Unit of Meas.	Unit Price	Item Bid Total	Deliverables
Plan Review and Permitting Services – Recreation and Aquatics Center						
1	Initial Plan Review and Comments	1	LS	$21,800.00	$21,800.00	Plan Review Comments
2	Second Iteration Plan Review and Comments	1	LS	$8,600.00	$8,600.00	Plan Review Comments
3	Third Iteration Plan Review and Comments (if required)	1	LS	$3,800.00	$3,800.00	Plan Review Comments
4	Final Plan Review, Approvals	1	LS	$2,400.00	$2,400.00	Final Stamped Documents
5	Deferred Submittals	1	LS	$6,200.00	$6,200.00	Plan Review Comments / Final Stamped Documents

Our proposed fixed fee unit price for plan review services for Items 1, 2, 3 and 4 will be billed at the completion of the identified plan review phase. We propose that plan review services for Item 5, deferred submittals, be bill monthly on an hourly time and materials basis using the Schedule of Hourly Billing Rates included below with a not-to exceed budget of $6,200 as shown in the table above.

Additional services not included within our proposed scope of services will be billed monthly on an hourly basis using the Schedule of Hourly Billing Rates included below. Additional services will include the following:

- Review of major design changes or revisions to project documents during the plan review process.
- Review of changes or revisions to drawings after BPR Consulting Group has approved the documents for construction.
- Meeting attendance at the City's office, job site, or at the design team's offices.
- Review of construction phase plan changes including revisions to approved plans, review of construction related repairs, RFI's and change orders.

Proposed Hourly Rates for Personnel

Hourly rates for personnel designated in the RFP are shown below:

Schedule of Hourly Billing Rates		
Staff	Title	Hourly Rate
Bill Rodgers, SE	Project Manager / Sr. Struct. Engr	$145
Roger Peterson, SE	Plan Review Mgr. / Sr. Struct. Engr/	$140
Ron Beehler, CBO, SE	Sr. Structural Engineer	$140
Dave Castillo, ME, FPE	Mechanical Engr. / Fire Protection Engr.	$135
Jerome Schreiber, EE, ICC	Electrical Engineer	$135
Rick Maddox, ICC	Electrical Plans Examiner	$105
Andrew Burke, CASp, ICC	ICC / CASp Plans Examiner	$105
Mark Meyers, CBO, ICC	ICC Plans Examiner	$105
Mark Berg, ICC, Master Code Prof.	ICC Plans Examiner	$105
Dan Garcia, PE, REA, CPP	Sr. Civil Engineer	$135
Rick Walters, CASp, ICC, CBO, LEED	ICC / CASp Plans Examiner	$105
Stacy Barker	Permit Technician / Admin. Support	$70

Overhead: Overhead costs are included in the fees and rates shown in the tables above.
Incidental Costs: Incidental costs are included in the fees and rates in the tables above.

Shipping: There is no charge for shipping.

Travel for Meetings: There will be no mileage charges for BPR staff to attend meetings at the City of South Lake Tahoe.

Penalty for Delinquent Plan Reviews

BPR understands and agrees to the penalties assessed by the City due to delinquent plan reviews. The penalties for delinquent plan reviews are as follows:

Number of Days Project is Delinquent	Reduction of Fee
One (1) to five (5) Days	10%
Six (6) to ten (10 Days	20%
In excess of ten (10) days	100%

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

TASK SCHEDULE

COST PROPOSAL					
RECREATION & SWIM COMPLEX PRELIMINARY DESIGN CONCEPTS					
TASK SCHEDULE					
Item No.	**Item Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Initial Plan Review and Comments	LS	1		$21,800.00
2	Second Iteration Plan Review and Comments	LS	1		$8,600.00
3	Third Iteration Plan Review and Comments (If required)	LS	1		$3,800.00
4	Final Plan Review, Approvals	LS	1		$2,400.00
5	Deferred Submittals	LS	1		$6,200.00
PROJECT COST PROPOSAL (Task 1 through 5)					**$ 42,800.00**

Timeline is defined in Exhibit A.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:
Name, Title

By:_____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 7

Agenda Item: Grant Acceptance and Fund Appropriation for Campground Restroom Relocation

Executive Summary: On November 17, 2020 City Council approved staff to submit a Per Capita grant application to The State of California Department of Parks and Recreation in the maximum grant amount of $177,952.00 towards components of the proposed new multi-generational Recreation and Aquatics Facility. The completed grant application was submitted on November 03, 2021. In addition, on March 16, 2021 City Council approved staff to submit another grant application to the State Dept. of Parks and Recreation for the same project through the Recreational Infrastructure Revenue Enhancement (RIRE) Grant Program for the maximum grant amount of $250,000.00. This grant application was submitted on November 10, 2021. On November 12, 2021 the City was awarded the Per Capita Grant, and on January 6, 2022 the City was awarded the RIRE Grant. Both Grant Awards are funded through the 2018 Parks Bond Act (Proposition 68) and have the same contract terms, conditions, and expiration date. Project execution can begin January 22, 2022 and the project scope must be completed no later than December 31, 2023.

The primary purpose of any building constructed or improved with these funding sources must be for public recreation or elements associated with recreation as well as adhere to the timeline set forth in the grant contracts (attachment 03). To meet the timeline and project eligibility, staff chose one of the first construction components necessary to begin the implementation of construction of the new Multi-Generational Recreation and Aquatics Center, which was relocation of the existing restrooms located in the Campground.

Requested Action / Suggested Motions: Pass a Resolution to accept grant awards in the amount of $427,952 through the State of California Department of Parks and Recreation Proposition 68 Per Capita and RIRE grant funding programs and appropriate said grant awards towards the relocation of the existing restroom located at the City's campground for purposes of clearing the existing site for the construction of the city's new Multi-Generational Recreation and Aquatics Facility.
Responsible Staff Member: Jim Marino, Capital Improvement Projects Manager

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027

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

Attachments:

01-Staff Report Per Capita and RIRE Grant Awards.docx
02 -Resolution to Accept Grant.docx
03-Grant Contracts (Exh. A to Reso.).pdf

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

Meeting Date: April 5, 2022

Title: Grant Acceptance and Funding Appropriation for Campground Restroom Relocation

Location: 56-Acre Parcel - 1150 Rufus Allen Boulevard

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027

Background: On November 17, 2020 City Council approved staff to submit a Per Capita grant application to The State of California Department of Parks and Recreation in the maximum grant amount of $177,952.00 towards components of the proposed new multi-generational Recreation and Aquatics Facility. The completed grant application was submitted on November 03, 2021. In addition, on March 16, 2021 City Council approved staff to submit another grant application to the State Dept. of Parks and Recreation for the same project through the Recreational Infrastructure Revenue Enhancement (RIRE) Grant Program for the maximum grant amount of $250,000.00. This grant application was submitted on November 10, 2021. On November 12, 2021 the City was awarded the Per Capita Grant, and on January 6, 2022 the City was awarded the RIRE Grant. Both Grant Awards are funded through the 2018 Parks Bond Act (Proposition 68) and have the same contract terms, conditions, and expiration date. Project execution can begin January 22, 2022 and the project scope must be completed no later than December 31, 2023.

Issue and Discussion: The primary purpose of any building constructed or improved with these funding sources must be for public recreation or elements associated with recreation as well as adhere to the timeline set forth in the grant contracts (attachment 03). To meet the timeline and project eligibility, staff chose one of the first construction components necessary to begin the implementation of construction of the new Multi-Generational Recreation and Aquatics Center, which was relocation of the existing restrooms located in the Campground.

The existing prefabricated restroom facility was installed in 2019 prior to final site selection of the new multi-generational recreation and aquatics center. Unfortunately, the proposed recreation center site requires the relocation of this facility. Phase 1 of the recreation center project includes the scope to dismantle, relocate the restroom including all necessary utilities, walkways, and access points at a new location within the existing campground area that will not be disturbed by the recreation center project. The existing restroom facility is a prefabricated concrete structure comprising of three independent sections. Structural floor slabs are built into the sections; thus, foundations and slabs are not required for the installation of the units. The three separate sections are placed on structural fill, aligned, then post tensioned together. Final plumbing and electrical are then installed and the unit become usable.

Financial Implications: Utilization of both grants will support the anticipated full construction costs of the relocation project. There are no matching funds required for these grant programs due to the project area median household income and meeting the funding criteria for “severely disadvantaged community”.

Grant funds are paid in arrears on a reimbursement basis; withholding 10% retention until all grant requirements are met and final invoice and reporting is submitted and approved. Upon acceptance of both grant awards, funds should be appropriated into the current FY 21/22 budget as shown below in Table A and as described with the attached resolution (Attachment 02).

Fund/Account	Description	REVENUE (Increase)/Decrease	EXPENSE Increase/(Decrease)
301-60069-33228	Prop 68 Per Capita Grant	(177,952)	
301-60069-33229	Other State Grant Revenue	(250,000)	
301-60069-48030	Construction		427,952

Table A – Grant Revenue and Project Expenditures Appropriations

Environmental Considerations: On January 18, 2022 City Council approved the initial environmental study and mitigated negative declaration for the 56-Acre project area in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 er seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.).

Policy Implications: Per Financial Management- Grant Funding and Compliance Policy approved by City Council on Sept. 8, 2020; section 3.2 City Council Approval to Accept Award: City Council approval to accept an award and appropriate budget is required for ALL Grant Awards. A detailed staff report and a resolution (if required) should be brought forth to City Council for Council approval/adoption.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe

City Council

April 5, 2022

Acceptance of Grant Awards in the amount of $427,952 through California Department of Parks and Recreation, Proposition 68 Per Capita Fund and Recreational Infrastructure Revenue Enhancement (RIRE) Program

BACKGROUND

A. On June 5, 2018, voters passed Proposition 68 by 57.6 percent. The $4 billion Parks, Environment, and Water Bond Act of 2018 has been appropriated in numerous State grant and funding opportunities. Some of which are through the State of California Department of Parks and Recreation to assist in the development and enhancement of state and local parks and recreational facilities.

B. On November 17, 2020 City Council approved the submittal of a Per Capita Grant application in the amount of $177,952.00 to assist in the funding requirements of components of the City's new Recreation and Aquatics Center. This application was awarded on November 12, 2021.

C. On March 16, 2021 City Council approved the submittal of a Recreational Infrastructure Revenue Enhancement Grant application in the amount of $250,000 to also assist in the funding requirements of components of the City's new Recreation and Aquatics Center. This application was awarded January 6, 2022.

D. The City of South Lake Tahoe agrees to complete the Grant Scope as defined in the Grant Scope/Cost Estimate form filed with the State of California.

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

1. Authorizes the acceptance of Grant Awards in the amount of $427,952 through the California Department of Parks and Recreation Per Capita Fund and Recreational Infrastructure Revenue Enhancement Program.
2. Agrees to the terms and conditions of the Grant Contract (attached hereto as Exhibit A) and acknowledges that the State of California, acting through its Director of Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total grant amount as indicated below.

3. Certifies that the City Manager, or **his/her designee** is hereby authorized and empowered to execute in the name of the City of South Lake Tahoe all grant documents, including but not limited to, agreements, amendments, and requests for payment, necessary to expend grant funds and implement the approved grant project.
4. Authorizes the appropriation of grant funds and project expenditures into the fiscal year 21/22 annual capital improvement project budget as follows:

Capital Improvements Program Account: 301 60069 Campground Restrooms project

Revenue:	33228:	$177,952
Revenue:	33229:	$250,000
Expenses:	48030:	$427,952

Adopted by the City of South Lake Tahoe City Council on April 5, 2022 by the following vote:

Yes:

No:

Absent:

Abstain:

_____ Date: _____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

DocuSign Envelope ID: B554E86A-5951-4926-A27E-B2EA096C1A6F

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

2018 Parks Bond Act

Per Capita Grant Program

GRANTEE City of South Lake Tahoe

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of South Lake Tahoe
Grantee

By Joseph D. [signature]
(Signature of Authorized Representative)

Title City Manager

Date 11/12/2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By DocuSigned by: Cristelle Fazeli
7009862C771F404...

Date 1/19/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C9801192		0000011807			18-09-008
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$177,952.00		Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-6088	29	18	2021/22
TOTAL AMOUNT ENCUMBERED TO DATE	Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE	
$ $177,952.00	37900091	5432000-5432000000	69801		

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I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of South Lake Tahoe (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

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PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.
2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

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5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of South Lake Tahoe
GRANTEE

By: Joseph J. Ali
Signature of Authorized Representative

Title: City Manager

Date: 11/12/2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: DocuSigned by: Cristelle Fazeli
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Date: 1/19/2022

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State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

2018 Parks Bond Act

RIRE

GRANTEE City of South Lake Tahoe

GRANT PERFORMANCE PERIOD is from July 01, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

Total State Grant amount not to exceed $250,000.00

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of South Lake Tahoe
Grantee

By Joseph D
(Signature of Authorized Representative)

Title City Manager

Date 1/6/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By DocuSigned by: Cristelle Fazeli
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Date 1/19/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C9802379		0000011807			RI-09-001
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$250,000.00		Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-6088	23	19	2021/22
TOTAL AMOUNT ENCUMBERED TO DATE $		Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE
$250,000.00		37900091	5432000-5432000000	69802	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of South Lake Tahoe (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $250,000, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT GRANT"). These funds shall be used for completion of the GRANT and PROJECT SCOPE(S).

The Grant Performance Period is from July 01, 2019 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this GRANT.

7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Recreational Infrastructure

Revenue Enhancement Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

8. The term "PROJECT" means the SCOPE as described in the APPLICATION PACKET to be completed with GRANT.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the SCOPE described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT PROJECTS, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT PROJECTS, the advanced GRANT MONIES shall be placed in an interest bearing account until expended.

Interest earned on the advanced GRANT MONIES shall be used on the PROJECT as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final PROJECT expenditures within 60 days of PROJECT COMPLETION or the end of the GRANT PERFORMACE PERIOD, whichever is earlier. The GRANT PERFORANCE PERIOD is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any GRANT MONIES that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the PROJECT. The commencement of the PROJECT means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After PROJECT commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this CONTRACT with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced GRANT amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the PROJECT which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following PROJECT termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the PROJECT property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of this GRANT and no other use, sale, or other disposition or change of the use of the PROJECT property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the PROJECT property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The PROJECT property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

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purposes for which the GRANT was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, age, religion, 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 in the use of any property or facility developed pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this PROJECT GRANT CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

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2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the GRANT PROJECT.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the PROJECT property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of South Lake Tahoe
GRANTEE

By: Joseph Witt
Signature of Authorized Representative

Title: City Manager

Date: 1/6/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By: Cristelle Fazeli

7009862C771F404...

Date: 1/19/2022

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 8

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

Executive Summary: On March 15, 2022, City Council held a first reading of the ordinance and referred second reading to the meeting on April 5, 2022. The ordinance amends the City's cannabis regulations to allow increased canopy size up to 22,000 square feet with certain renewable energy and energy efficiency requirements, and allows owners and operators of cannabis businesses to hold more than one non-retail permit. The ordinance also allows the open permit types including retail (1) , cultivation (2), and manufacturing (4) to be combined into one or more microbusinesses with a distribution component. The ordinance allows the City Council to adopt a resolution to reopen the application period to allow additional cannabis businesses to apply for these open permit types. The ordinance also makes certain updates based on changes in applicable state law.

Requested Action / Suggested Motions: 1) Pass a Motion finding that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act; and 2) Pass a motion to hold a second reading (by title only) and adopt an Ordinance amending Article X (Cannabis Regulations) of Chapter 6.55 of the South Lake Tahoe City Code to prohibit on-site consumption, allow increased cultivation canopy of 22,000 square feet, and allow owners and operators to hold more than one non-retail permit
Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

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

Attachments:

01 - Staff Report - City Council Second Reading.docx
02 - Ordinance.docx

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

Meeting Date: April 5, 2022

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

Location: Citywide

Responsible Staff Member: Heather L. Stroud, City Attorney (530) 542-6046

Background:
On February 5, 2019, City Council adopted Ordinance No. 2019-1126 ("Cannabis Ordinance"), which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of and visitors to the City of South Lake Tahoe. On August 21, 2018, City Council adopted Ordinance No. 2018-1119 ("Public Safety License Ordinance") to set forth the requirements for cannabis businesses to obtain a Public Safety License from the Police Department. Since then, the City has issued Cannabis Use Permits, Public Safety Licenses, and Development Agreements to five cannabis businesses to operate in the City, in addition to the existing dispensary (Tahoe Wellness Center). There are three permitted retailers with delivery: Embarc Tahoe, Cannablue, and Tahoe Green, and two microbusinesses received permits: Perfect Union SLT and Redefining Organics. The existing dispensary and retailers are open for business and have been operating adult-use cannabis businesses under the Cannabis Ordinance. Redefining Organics opened for business in November 2021, and the City Council terminated Perfect Union SLT's Development Agreement and Cannabis Use Permit on June 15, 2021.

The Cannabis Subcommittee (Mayor Middlebrook and Councilmember Friedrich) reviewed the Cannabis Ordinance with staff and met with stakeholders including the cannabis businesses and members of the cannabis stakeholder group which was convened to assist with developing the Cannabis Ordinance in 2017-2018. In addition to the cannabis businesses, stakeholders participating in the meeting with the Cannabis Subcommittee on April 6, 2021, included representatives from Tahoe Alliance for Safe Kids, Lake Tahoe Unified School District, South Tahoe Chamber, Live Violence Free, and Boys and Girls Club of Lake Tahoe. The Cannabis Subcommittee sought and received feedback from stakeholders on the following proposed amendments to the Cannabis Ordinance: (1) allowing retailers to include on-site consumption lounges; (2) allowing permittees to hold more than one Cannabis Use Permit; (3) increasing the allowable canopy size for indoor cultivation; and (4) establishing a cannabis tax. The Cannabis Subcommittee also received generally positive feedback from stakeholders on the City's existing regulations and the impact of the cannabis industry on the community including financial contributions to local organizations.

On May 18, 2021, the Cannabis Subcommittee presented its recommendations for amendments to the Cannabis Ordinance to City Council. At that time, City Council directed the Subcommittee

and staff to hold a public workshop to receive input prior to bringing the discussion back to City Council. On June 22, 2021, the Subcommittee hosted a workshop via Zoom and received feedback on the City's current cannabis regulations and operating cannabis businesses as well as the proposed amendments: (1) to allow consumption lounges at permitted cannabis retail businesses; (2) to allow cannabis businesses to hold more than one non-retail permit; and (3) to increase the maximum allowed canopy size for indoor cannabis cultivation from 5000 sq. ft. up to 22,000 sq. ft. The workshop was attended by 13 cannabis business owners and community members. Feedback received at the workshop was generally positive.

On October 19, 2021, staff brought the results of the public workshop back to City Council for direction. City Council members expressed some concern about allowing on-site consumption at this time as there are not currently robust alternative transportation options available for customers who may become impaired, and there are still no measurable limits for testing cannabis impairment while driving, unlike alcohol. Ultimately, however, Council directed staff to draft an ordinance to be brought back for consideration to include on-site consumption, allowing cannabis businesses to hold more than one non-retail permit, and increase the maximum allowed canopy size. Accordingly, two versions of the ordinance were drafted for consideration: one allowing on-site consumption (Version 1) and one continuing to prohibit it (Version 2). In addition to these changes, minor updates were to reflect changes in state law including the creation of the Department of Cannabis Control and amendments to some of the statutory definitions included in the ordinance.

On February 10, 2022, the Planning Commission considered both versions of the Ordinance, and adopted a resolution recommending that City Council adopt Version 1 of the ordinance to allow on-site consumption. The Planning Commission also recommended that the ordinance include energy efficiency and renewable energy requirements for businesses taking advantage of the increased cultivation canopy size.

On March 15, 2022, City Council voted 3-1, with Councilmember Bass absent, to hold a first reading of Version 2, continuing to prohibit on-site consumption but making the other changes recommended by the Planning Commission.

Issue and Discussion:

<u>On-Site Consumption</u>
City Council elected not to allow on-site consumption at cannabis retailers at this time, so the ordinance would continue to prohibit on-site consumption.

<u>Allowing Permittees to Hold Multiple Permits</u>
South Lake Tahoe City Code section 6.55.740(A)(3) currently prohibits an owner and/or operator of a cannabis business from owning or operating more than one cannabis business within the City. The amendments to the ordinance would allow permittees to hold more than one permit, except that retail permittees should continue to be allowed to hold only one retail permit. Additionally, open permit types could be combined into additional microbusinesses, and these microbusinesses would be allowed to include a distribution component. As amended, the City would have open permits for retail (1), cultivation (2), and manufacturing (4), which could be combined into one or more microbusinesses with a distribution component.

Increasing Maximum Cultivation Size

The maximum canopy size for cultivators is currently limited to 5,000 square feet for cultivation permits and 10,000 square feet for microbusiness permits under South Lake Tahoe City Code sections 6.55.800(C)(2) and (E)(3), respectively. The amendments would increase the allowable canopy size for cultivation permits to be consistent with the limits for "medium indoor" cultivation in state law, which is 22,000 square feet of total canopy under 4 Cal. Code Regs. section 16201(d). The maximum canopy size for microbusiness cultivation would remain at 10,000 square feet, which is the state limit. The Department of Cannabis Control regulations in 4 Cal. Code Regs. sections 16304 through 16310 require cultivators to comply with environmental protection measures, renewable energy requirements, and pest management measures. The revisions recommended by the Planning Commission are incorporated to require renewable energy and energy efficiency measures for businesses taking advantage of the increased canopy size.

Financial Implications:

The proposed amendments to the Cannabis Ordinance could result in additional revenue to the City if they result in additional business activities, in the form of additional community benefit fees, sales tax, and a cannabis tax, if adopted.

Environmental Considerations:

The proposed amendments to the Cannabis Ordinance would allow for additional or expanded cannabis business activities, however they do not change the intensity or density of cannabis business uses beyond what is currently allowed in Table 6.55.740. The proposed ordinance is consistent with the 2030 General Plan policies. The 2030 General Plan Environmental Impact Report (EIR) adequately addresses the potential environmental impacts of the proposed ordinance. The General Plan EIR is available on the City website at: https://www.cityofslt.us/575/General-Plan. No further environmental analysis is required under California Environmental Quality Act (CEQA) Guidelines section 15162 because the proposed ordinance is within the scope of the previous EIR and there are no substantial changes to the project or the circumstances that require major revisions to the previous EIR due to new significant environmental effects not discussed in the previous EIR, significant effects previously examined that would be more severe, or mitigation measures or alternatives previously found not to be feasible that would substantially reduce one or more significant effects.

Policy Implications:

Applicable General Plan policies include:

Policy LU-5.1: Locally Serving Commercial

The City shall ensure that commercial uses are responsive to the needs and wishes of the community and encourage users to shop locally, which will reduce Vehicle Miles Traveled (VMT) from purchasing items outside the Lake Tahoe Basin.

Policy ED-1.1: High-Tech and Environmentally-Sustainable Business

The City shall support programs and activities that promote business/job retention, expansion, and new business/job development including high-tech and environmentally-sustainable businesses.

Policy ED-1.7: Year-Round Community

The City shall provide economic incentives and regulatory reform that support an economically diverse and prosperous year-round community for city residents and visitors alike.

Ordinance 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

April 5, 2022

An Ordinance Amending Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code to Continue to Prohibit On-Site Consumption at Cannabis Retailers, to Increase Allowed Canopy Size of Indoor Cultivation to 22,000 Square Feet, and to Allow Owners and Operators to Hold More Than One Non-Retail Permit

FINDINGS

A. On February 5, 2019, the City Council adopted Ordinance No. 2019-1126 ("Cannabis Ordinance"), which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of and visitors to the City of South Lake Tahoe.

B. On May 18 and October 19, 2021, the City Council conducted public meetings to solicit public comment on and discuss potential amendments to the Cannabis Ordinance.

C. On October 19, 2021, the City Council provided direction to staff to draft amendments to the Cannabis Ordinance to be brought back for consideration in early 2022.

D. On February 10, 2022, the Planning Commission conducted a duly noticed public hearing to consider amendments to the Cannabis Ordinance and the associated environmental analysis.

E. The Planning Commission adopted Resolution No. 2022-001 recommending that City Council adopt amendments to the Cannabis Ordinance to continue to allow on-site consumption at cannabis retailers, increase allowed canopy size of indoor cultivation to 22,000 square feet, and to allow owners and operators to hold more than one non-retail permit. Planning Commission also recommended that the ordinance be amended to require that cannabis cultivators taking advantage of the increased canopy size between 5,000 and 22,000 square feet be required to implement renewable energy and energy efficiency measures.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Section 6.55.710 (Definitions) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

For the purposes of this article, the following words and phrases shall have the following meanings:

"Applicant" means any person who is required to file an application for a cannabis use permit and development agreement to operate a cannabis business under this article, including without limitation an individual owner, operator, or agent of a cannabis business.

“Cannabis” shall have the meaning set forth in Section 26001(e) of the Business and Professions Code and as subsequently amended.

“Cannabis business” shall include:

a. Any business, facility, use, establishment, property, or location, whether fixed or mobile, where a commercial cannabis activity takes place.

b. Any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any activity that requires a state license under Business and Professions Code Section 26000 and following, including but not limited to cannabis cultivation, cannabis distribution, cannabis manufacture, cannabis testing and cannabis retail sales, and the operation of a cannabis microbusiness.

“Cannabis product” shall have the same meaning as in Section 11018.1 of the Health and Safety Code.

“Canopy” means all areas occupied by any portion of a cannabis plant, encompassing all vertical planes (i.e., stacking of plants), whether contiguous or noncontiguous on any one site. The canopy shall be measured by taking the longest length and widest width of existing plants (including all gaps, walkways, and open areas between plants) and multiplying the longest length by the longest width to get the area of the cannabis canopy. Each level of a stacked cultivation will be calculated as a separate canopy.

“Commercial cannabis activity” shall include the cultivation, possession, manufacturing, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or acting as a cannabis event organizer for temporary cannabis events.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Cultivator” means any cannabis business engaged in cultivation activities, but specifically excluding cultivation in a private residence or accessory dwelling unit authorized pursuant to SLTCC 6.55.720.

“Day care center” shall have that meaning as set forth Section 1596.76 of the Health and Safety Code.

“Delivery” means the commercial transfer of cannabis or cannabis products to a customer or patient. “Delivery” also includes the use by a retailer of any technology platform.

“Delivery operation” means a cannabis business that engages in or otherwise provides deliveries.

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.

“Distributor” means any cannabis business engaged in distribution.

“Drug paraphernalia” shall have the meaning set forth in California Health and Safety Code Section 11014.5, and as subsequently amended.

“Edible cannabis product” means cannabis that is intended to be used, in whole or in part, for human consumption.

“Extraction” means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

“Identification card” shall have the meaning set forth in California Health and Safety Code Section 11362.712, and as may be amended from time to time.

“Manufacture” means to compound, blend, extract, infuse, package, label, or otherwise make or prepare a cannabis product.

“Manufacturer” means any cannabis business that conducts any activities involving the manufacture of a cannabis product.

“Medicinal cannabis” or “medicinal cannabis product” shall have the meaning set forth in California Business and Professions Code Section 26001(ai), which includes cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at California Health and Safety Code Section 11362.5, by a medicinal cannabis patient in California who possesses a physician’s recommendation.

“Medical marijuana dispensary” shall mean a cooperative or collective of four or more members associating at a particular location or real property to cooperatively distribute cannabis to members for medical purposes and that operates on a not-for-profit basis.

“Microbusiness” means a cannabis business that engages in commercial cannabis activities of at least three of the following types of cannabis businesses: retailer, distributor, manufacturer, cultivator.

“Operator” shall mean any person responsible for management of the cannabis business; any person listed as an officer, director, manager, or member in the Statement of Information filed with the Secretary of State for a cannabis business; any person listed in a governing document for a cannabis business, such as bylaws, articles of incorporation, or operating agreement; any person owning an interest in the cannabis business, unless the interest is solely a security, lien, or encumbrance; and any person that supervises an employee of the cannabis business.

“Owner” shall have that meaning set forth in Section 26001(am) of the Business and Professions Code and as it may be amended.

“Package” or “packaging” means any container or wrapper that may be used for enclosing or containing any cannabis products. The term “package” does not include any shipping container or outer wrapping used solely for the transportation of cannabis products in bulk quantity to another licensee or licensed premises.

“Park” shall mean any land, with public access, intended to provide recreation. For the purposes of this article, “park” also includes public beaches.

“Permittee” shall mean any person issued a cannabis use permit under this article.

“Physician” shall mean a licensed medical doctor, including a doctor of osteopathic medicine as defined in the California Business and Professions Code.

“Property” shall mean the designated structure or structures and land specified in the cannabis use permit application that is owned, leased or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

“Retailer” means any cannabis business that engages in the sale of cannabis or cannabis products to customers, including medical and adult-use cannabis or cannabis products.

“School” means any public or private school providing instruction in kindergarten or any of grades one to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

“State cannabis laws” means and includes California Health and Safety Code Sections 11362.1 through 11362.45; California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program); California Business and Professions Code Section 26000 et seq. (Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)); all state laws enacted or amended pursuant to SB-94, Chapter 27, Statutes of 2017; the California Attorney General’s Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008, as such guidelines may be revised from time to time by action of the Attorney General; California Labor Code Section 147.5; California Revenue and Taxation Code Sections 34010 through 34021.5; California Fish and Game Code Section 12029; California Water Code Section 13276; all state regulations adopted by the Department of Cannabis Control; any license issued by the Department of Cannabis Control; and all other applicable laws of the state of California regulating cannabis or cannabis products.

“Testing laboratory” means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

“Youth centers” shall mean any youth center, as defined in Section 11353.1(e)(2) of the Health and Safety Code, any playground, as defined in Section 11353.1(e)(1) of the Health and Safety Code, and any child day care facility, as that term is defined in Section 1596.750 of the Health and Safety Code.

SECTION 2. Subsection 6.55.740(A) (Cannabis Businesses Allowed) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is amended to read as follows:

A. Cannabis Businesses Allowed.

1. Only those types of cannabis businesses set forth in this section shall be allowed within the city:

a. Retailers.

b. Microbusinesses.

c. Testing labs.

d. Cultivators.

e. Manufacturers.

f. Distributors.

g. Delivery operations.

h. Existing permitted medical marijuana dispensaries, subject to SLTCC 6.55.840.

Any and all cannabis businesses, activities, nonprofits, associations, enterprises, collectives, cooperatives or dispensaries not expressly described herein are expressly prohibited. Temporary cannabis events are prohibited within the city.

2. No more than one cannabis business may exist in the same suite or unit on a lot or parcel of property.

3. An owner and/or operator of a cannabis business may not own or operate more than one retail cannabis business, including a microbusiness with a retailer component, within the city.

4. No more than four retailers are permitted in the city, including microbusinesses with a retailer component.

5. No more than two microbusinesses are permitted in the city, unless after the application period referenced in SLTCC 6.55.750(C) there are open permits for retailers, cultivators, manufacturers, or distributors, in which case the city council may adopt a resolution to reopen the application period to allow additional microbusinesses combining the open permit types.

6. No more than two cultivators are permitted in the city.

7. No more than four manufacturers are permitted in the city.

8. Distributors are permitted in the city only as part of a microbusiness, unless one or more of the permitted microbusinesses do not include a distributor component, in which case a distributor shall be permitted for each microbusiness without a distributor component.

9. Medical marijuana dispensaries operating under SLTCC 6.55.840 shall not be considered in determining the number of retailers, microbusinesses, manufacturers, distributors, or cultivators allowed under subsections (A)(4) through (A)(8) of this section. The maximum number of cannabis businesses permitted under the numerical limitations set forth in subsections (A)(4) through (A)(8) of this section are in addition to any medical marijuana dispensaries operating under SLTCC 6.55.840.

SECTION 3. Subsection 6.55.760(B) (Supplemental Findings – Cannabis Testing Laboratory) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

B. Supplemental Findings – Cannabis Testing Laboratory. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a testing lab:

1. The owners, permittees, operators, and employees of the testing lab will not be associated with any other form of commercial cannabis activity.

2. The testing lab meets the accreditation requirements set forth in Business and Professions Code Section 26100(h) and any applicable regulations enacted by the Department of Cannabis Control.

3. The testing lab operating plan demonstrates proper protocols and procedures for statistically valid sampling methods and accurate certification of cannabis and cannabis products for potency, purity, pesticide residual levels, mold, and other contaminants according to adopted industry standards.

SECTION 4. Subsection 6.55.760(C) (Supplemental Findings – Cultivators) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

C. Supplemental Findings – Cultivators. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city

council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a cultivator:

1. The cultivation of cannabis for commercial purposes shall only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to 22,000 square feet of total canopy size per property.

3. The cultivation of cannabis will be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

4. The applicant for cultivation for cultivation of cannabis with a total canopy size greater than 5,000 square feet per property has submitted documentation that electrical power used for commercial cannabis activity meets the average electricity greenhouse gas emissions intensity required by the local utility provider pursuant to the California Renewables Portfolio Standard Program, and has submitted an energy efficiency plan showing measures being taken to minimize energy consumption in lighting, HVAC, and dehumidifying equipment.

SECTION 5. Subsection 6.55.760(D) (Supplemental Findings – Manufacturers) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

D. Supplemental Findings – Manufacturers. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a manufacturer:

1. The manufacturer shall be limited to 2,500 square feet of fully enclosed space.

2. The manufacturer shall not undertake any volatile extraction activities, and shall only conduct the operations authorized under the “Type 6,” “Type N,” or “Type P” license categories, as defined in the Department of Cannabis Control regulations, Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 6. Subsection 6.55.800(A)(13) (On-Site Consumption) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

13. On-Site Consumption. On-site consumption is prohibited.

SECTION 7. Subsection 6.55.800(C) (Supplemental Conditions – Cultivators) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

C. Supplemental Conditions – Cultivators. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis cultivation operation shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Outdoor commercial cultivation prohibited. The cultivation of cannabis for commercial purposes may only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to 22,000 square feet of total canopy size per property.

3. The cultivation of cannabis must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides. Any fumigation or insecticidal fogging shall comply with the California Fire Code Chapter 26 (Fumigation and Insecticidal Fogging).

4. Screening. Cannabis plants shall not be visible from any location beyond the property.

5. Cultivators shall maintain either the “Type 1A” (specialty indoor), “Type 1B” (specialty mixed-light), “Type 1C” (specialty cottage), “Type 2A” (small indoor), “Type 2B”) (small mixed-light), “Type 3A” (indoor), “Type 3B” (mixed-light) or “Type 4” (nursery) licenses as defined in Business and Professions Code Section 26061, and issued by the Department of Cannabis Control, at all times of operation.

6. Cultivators may not engage in retail sales at the same property as cultivation.

SECTION 8. Subsection 6.55.800(E)(2) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

2. Microbusinesses undertaking manufacturing activity shall utilize only extraction processes that employ nonvolatile solvents for the purposes of extracting cannabinoids and processes that are recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act. Microbusinesses undertaking manufacturing activity shall maintain a license of the “Type 6,” “Type N,” or “Type P” license categories, as defined in Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 9. Subsection 6.55.800(F) (Supplemental Conditions – Manufacturers) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

F. Supplemental Conditions – Manufacturers. In addition to each of the conditions of operation set forth in subsection (A) of this section, manufacturers shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Manufacturers shall not engage in on-site retail sales of cannabis or cannabis products.

2. Manufacturers shall utilize only extraction processes that employ nonvolatile solvents and are recognized as safe pursuant to the Federal Food, Drug, and Cosmetic Act.

3. Standard of Equipment. Manufacturing, processing, and analytical testing devices used by manufacturers must be UL (Underwriters Laboratories) listed or otherwise certified by an approved third party testing agency or engineer and approved for the intended use by the city’s building official and fire code official.

4. Food Handler Certification. All owners, employees, volunteers, or other individuals that participate in the production of edible cannabis products shall be state-certified food handlers. The valid certificate number of each such owner, employee, volunteer, or other individual must be on record at the property where the individual participates in the production of edible cannabis products.

5. Edible Cannabis Product Manufacturing. Manufacturers that sell or manufacture edible cannabis products shall obtain a county health permit to sell and/or manufacture edible cannabis products. Permit holders shall comply with county health permit requirements.

6. The manufacturer shall maintain a manufacturer license of “Type 6,” “Type N,” or “Type P” license categories, as defined in Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 10. 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 11. The City Council finds that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act (CEQA), and CEQA Guidelines section 15162 because the proposed ordinance is within the scope of the previous EIR and there are no substantial changes to the project or the circumstances that require major revisions to the previous EIR due to new significant environmental effects, new information of substantial importance that shows the project will have significant effects not discussed in the previous EIR, significant effects previously examined would be more severe, or mitigation measures or alternatives previously found not to be feasible would substantially reduce one or more significant effects.

SECTION 12. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 13. This Ordinance shall become effective 30 days following its adoption.

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: March 15, 2022
Published:
Effective:

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 9

Agenda Item: Sugar Pine Village Affordable Housing Project - Tax Equity and Fiscal Responsibility Act (TEFRA)

Executive Summary: Sugar Pine Housing Partners, L.P., a California limited partnership, (the "Borrower") has requested that the California Municipal Finance Authority (the "CMFA") serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $35,000,000 of tax-exempt revenue bonds. The City of South Lake Tahoe must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project.

Requested Action / Suggested Motions: Pass a Resolution authorizing the issuance of revenue bonds by the California Municipal Finance Authority for the purpose of providing financing for a residential rental housing facility known as Sugar Pine Village Phase 1A.
Responsible Staff Member: Hilary Roverud, Development Services Director

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner
Zach Thomas, Housing Manager
Hilary Roverud, Development Services Director

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

Attachments:

01-Staff Report - TEFRA.docx
02-Resolution - Sugar Pine Village Phase 1 TERFA.docx

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

Meeting Date: April 5, 2022

Title: Sugar Pine Village Affordable Housing Project – Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing

Location: 1860 Lake Tahoe Boulevard and 1029 Tata Lane

Responsible Staff Member: Jessica Wackenhut Lomeli, Associate Housing Planner
Zach Thomas, Housing Manager (530) 542-7400
Hilary Roverud, Director of Development Services
(530) 542-6024

Background: Sugar Pine Village (the "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 and managed by the California Tahoe Conservancy (Conservancy). 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 surplus state-owned properties as potential affordable housing development sites. Based on a collaborative effort underway to address housing affordability in Tahoe, the Conservancy partnered with DGS and the Department of Housing and Community Development (HCD) to develop housing at 1860 Lake Tahoe Boulevard and 1029 Tata Lane. In July 2020, the Conservancy announced the State had selected Related Companies of California LLC 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.

The Project has four financing phases. Phase 1A includes 68 residential units, Phase 1B 60 units, Phase 2A 60 units and Phase 2B 60 units.

Issue and Discussion: Sugar Pine Housing Partners, L.P., a California limited partnership, (the "Borrower") has requested that the California Municipal Finance Authority (the "CMFA") serve as the municipal issuer of the bonds in an aggregate principal amount not to exceed $35,000,000 of tax-exempt revenue bonds. The proceeds of the bonds will be used to finance the Project and for the issuance of tax credits.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation located in Carlsbad, California (the "Foundation"), acts as the Board of Directors for the CMFA. Formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds, the CMFA was created on January 1, 2004 pursuant to a Joint Exercise of Powers Agreement. This agreement stipulates that the CMFA is a public entity, separate and apart from each member entity and that debts, liabilities and obligations of the CMFA do not constitute debt, liabilities or obligations of member entities. Furthermore, there are no costs associated with membership in the CMFA and the City is in no way exposed to any financial liability by reason of its membership in the CMFA. To date,

over 330 municipalities, including the City of South Lake Tahoe, have become members of the CMFA which allows qualifying private projects within the City to be funded by bonds issued by the CMFA.

Under Section 147(f) of the U.S. Internal Revenue Code, in order for all or a portion of the bonds to qualify as tax-exempt bonds, the City of South Lake Tahoe must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Consistent with requirements for the TEFRA Hearing, public notice was provided to the members of the community. Following the close of the TEFRA Hearing, the City Council must vote on whether it approves issuance of the bonds for the financing of the Project.

Staff recommends the City Council adopt the resolution authorizing the issuance of revenue bonds by the California Municipal Finance Authority for the purpose of providing financing for a residential rental housing facility known as Sugar Pine Village Phase 1A.

Financial Implications: The bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for repayment of the bonds for the financing of the Project. All financing documents with respect to the issuance of the bonds will contain clear disclaimers that the bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of South Lake Tahoe, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. The payment to the City is estimated to be approximately $12,000-$15,000.

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 1.3.2.

The recommended action is also consistent with the following adopted policies and programs:

<u>City General Plan Housing Element</u>

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

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

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support

programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the city.

Program 2-1 PURSUE STATE AND FEDERAL FUNDS
To support the creation of quality, affordable housing options for extremely low-, very low-, and low-income households, the City shall seek and when appropriate and feasible pursue grant opportunities for state and federal funds.

Program 2-6 ANALYSIS OF FEDERAL AND STATE LANDS
The City shall continue discussing the potential for developing quality workforce and affordable housing on non-environmentally sensitive lands owned by the California Tahoe Conservancy (Conservancy) and the United States Forest Service (USFS). The City shall ensure that important natural resources are protected and only pursue surplus lands that these agencies have determined do not have a clear and compatible conservation or recreation purpose consistent with agency goals.

Tahoe Valley Area Plan

Policy H-1.1 – Housing Options
Provide for a range of housing options that include affordable, moderate-income, and workforce housing so that people can live and work in the City.

Policy H-1.5 – Redirection of Development
Direct high density residential development to areas of Tahoe Valley that are within walking distance of public transit and services.

Policy H-1.7 – Tahoe Livable Communities Program
Collaborate and support efforts of the California Tahoe Conservancy to remove blighted properties and repurpose associated development commodities. Encourage the use of residential commodities for affordable housing in Tahoe Valley area.

Policy H-2.1 – General
Encourage the creation of residential uses to support and add vitality to commercial and public service projects in the Tahoe Valley area.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe City Council

April 5, 2022

Approval of the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Purpose of Providing Financing for a Residential Rental Housing Facility Known as Sugar Pine Village Phase 1A

BACKGROUND

A. Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness. The City of South Lake Tahoe (the "City") is a member of the Authority.

B. The Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the acquisition and rehabilitation of multifamily residential rental housing facilities. Sugar Pine Housing Partners, L.P., a California limited partnership (the "Borrower") has requested that the Authority consider the issuance and sale of tax-exempt revenue bonds (the "Bonds") in an amount not to exceed $35,000,000, and to use proceeds of the Bonds to make a loan to the Borrower to finance the acquisition and construction by the Borrower of a 68 unit multifamily rental housing facility currently known as Sugar Pine Village Phase 1A (the "Housing Facility") located at 1860 Lake Tahoe Boulevard and 1029 Tata Lane in the City, to be owned by the Borrower.

C. In order for the interest on the Bonds to be tax-exempt, section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that an "applicable elected representative" of a governmental unit, the boundaries of which include the site at which the Housing Facility is located, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing, and the Authority has determined that the City Council of the City is an "applicable elected representative" for purposes of holding such hearing.

D. The Authority has requested that the City Council of the City approve the issuance of the Bonds by the Authority, following the conduct of the public hearing, in order to satisfy the public approval requirement of section 147(f) of the Code and the requirements of section 4 of the Agreement.

E. Notice of the public hearing has been duly given as required by the Code, and the City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the location, financing and nature of

the Housing Facility and the Authority's issuance of the Bonds therefor, and it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes.

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

1. Approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" in accordance with section 147(f) of the Code, and (b) by the City Council in accordance with section 4 of the Agreement. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the repayment or administration of the Bonds.

2. Determines that the adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing for the Housing Facility; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Housing Facility; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

3. Authorizes and directs that the Mayor, the City Manager, the Director of Finance, the City Clerk and all other proper officers and officials of the City execute such other documents and certificates, and perform such other acts, as may be necessary or convenient to effect the purposes of this Resolution and the issuance of the Bonds hereby approved.

Adopted by the City of South Lake Tahoe City Council on April 5, 2022 by the following vote:

Yes:

No:

Absent:

Abstain:

_____ Date: _____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 10

Agenda Item: Tentative Subdivision Map approval - 3708 Lake Tahoe Boulevard & 3709 Osgood Avenue Town Homes

Executive Summary: On February 10, 2022 the Planning Commission approved a multi-family town home project located at 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue. The project includes three buildings with 14 residential units. The applicant is proposing to subdivide the units into condominiums. According to the California Subdivision Map Act, the subdivision of five (5) or more units requires approval of a Tentative Subdivision Map as well as a Final Subdivision Map and Condominium Plan.

Requested Action / Suggested Motions: Pass a Resolution approving the Tentative Subdivision Map.
Responsible Staff Member: John Hitchcock, Planning Manager

Responsible Staff Member: John Hitchcock, Planning Manager (530) 542-7472

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

Attachments:

01-Staff Report.docx
02-Tentative Map
03-Resolution - Tentative Map Approval.docx
04-CEQA Notice of Exemption.pdf
05-Presentation

City of South Lake Tahoe
Report to City Council

Meeting Date: April 5, 2022

Title: 3708 Lake Tahoe Blvd & 3709 Osgood Avenue Town Homes Tentative Map, File #21-142

Location: 3708 Lake Tahoe Boulevard & 3709 Osgood Avenue (APNs 027-072-032 & 027-072-010)

Responsible Staff Members: John Hitchcock, Planning Manager (530) 542-7472

Background:

On February 10, 2022 the Planning Commission approved a multi-family town home project located at 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue. The project includes three buildings with 14 residential units. The applicant is proposing to subdivide the units into condominiums. According to the California Subdivision Map Act, the subdivision of five (5) or more units requires approval of a Tentative Subdivision Map as well as a Final Subdivision Map and Condominium Plan. The Planning Commission passed a resolution at their regularly scheduled meeting on March 10, 2022 recommending the City Council approve the Tentative Subdivison Map (see Attachment 02).

Issue and Discussion:

MAP REVIEW

The Tentative Map (see Attachment 03) will merge two underlying parcels (APNs 027-072-032 & 027-072-010) into one lot that is for condominium purposes. Although the Subdivision Map Act does not require an applicant to depict boundaries of the condominiums, the applicant has elected to show them on the Tentative Map. The 14 units shown on the map depict the footprints of each condominium unit. Area outside of the condominium units are shown as common area. Also included are public utility and emergency access easements where the project driveway is located and a 10' public access easement along the Lake Tahoe Blvd frontage. These proposed easements have been reviewed by the Public Works and Fire Department for adequacy.

As part of the project approval on February 10, 2022, the Planning Commission made findings that the project design is consistent with the City-Wide Design Standards and the Tourist Core Area Plan Design Standards. The Planning Commission recommendation from March 10, 2022 includes a finding that the design of the subdivision is suitable for the site, would not likely to cause substantial environmental damage or public health problems, and is consistent with the City General Plan and applicable standards.

Common Interest Developments (CID) such as proposed here are subject to compliance with the Davis-Stirling Common Interest Development Act (California Civil Code sections 4000 et seq.). This Act is intended to provide homeowners with a system of self-government and dispute resolution through a homeowner's association. The California Department of Real Estate will

review the legal framework of the proposed CID to ensure compliance with the Subdivided Lands Law as part of the public report application process before homes are offered for sale to the public.

If the Tentative Map is approved, a Final Subdivision Map for condominium purposes must be submitted to the City within 24 months. The Final Subdivision Map will be accompanied by a condominium plan describing legal boundaries of each airspace unit. The Final Subdivision Map would be reviewed by the City Surveyor prior to approval by the City Council.

The Tentative Map is titled 3708 US 50 Town Homes. The address assigned to the property by the City is 3708 Lake Tahoe Boulevard. The Tentative Map approval has been conditioned to required the applicant to retitle the Final Map as "3708 Lake Tahoe Boulevard."

The applicant has submitted a separate subdivision application to the Tahoe Regional Planning Agency (TRPA).

FINDINGS

The following findings are required by the Subdivision Map Act for approval of a tentative subdivision map:

1. *The project is consistent with the General Plan as specified in Government Code Section 65451.*

   The General Plan directs the City to utilize the Plan Area Statements (PAS), Community Plans, and Area Plans to guide land use policies and address land use issues. The project is located in the Tourist Core Area Plan Mixed-Use District, where single-family and multi-family residential are allowed uses. With the approval of the project by the City Planning Commission on February 10, 2020 the proposed uses were determined to be consistent with allowed uses in this area plan.

2. *The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.*

   The Tourist Core Mixed-Use District is zoned for higher-density residential development at 25 units per acre. The project includes 14 units on 0.74 acres, which is equal to 19 units per acre. As part of the project approval on February 10, 2022, the Planning Commission made findings that the project design is consistent with the City-Wide Design Standards and the Tourist Core Area Plan Design Standards.

3. *The site is physically suitable for the type of development.*

   With the approval of the project by the City Planning Commission on February 10, 2022, the use was determined to be consistent with The Tourist Core Area Plan policies and standards as well as the City-Wide Design Standard. Moreover, the site is an infill site verified by TRPA to be a suitiable for development (i.e., Land Capability District Class 7)

and existing utilities (e.g., sewer, water and electricity) are found adjacent to the property.

4. *The site is physically suitable for the proposed density of development.*

   The Tourist Core Mixed-Use District is zoned for higher-density residential development at 25 units per acre. The proposed project includes 14 units on 0.74 acres, which is equal to 19 units per acre.

5. *The design of the subdivision is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

   On February 10, 2022 the City Planning Commission made the finding that the project is categorically exempt from CEQA under Section 15332, Class 32, Infill Development, which consists of projects characterized as infill development on 1) parcels less than five acres in size located within the city limits, 2) is consistent with applicable general plan designations, policies and zoning designations, 3) has no value, as habitat for endangered, rare or threatened species, 4) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and 5) is adequately served by all required utilities and public services.

6. *The design of the subdivision is not likely to cause serious public health problems.*

   With compliance with all City, County, State, TRPA, and Federal regulations, the project will not likely cause public health problems. The project must install water quality best management practices, mitigate potential air quality impacts and built to meet all fire and defensible space standards.

7. *The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

   The tentative map submitted by the applicant indicates a public utility and emergency and public access eastment.

Environmental Analysis:

<u>California Environmental Quality Act (CEQA)</u>

The proposed project is exempt from CEQA pursuant to Section 15332, Class 32, which consists of projects characterized as infill development meeting the following conditions:

1. *The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

The *project is consistent with the General Plan, which designates the parcel Tourist Center, where intensive land uses are encouraged, including major commercial/visitor centers and mixed-use residential. The TCAP encourages residential uses mixed with tourist uses and allows multi-family dwellings at 25-units per acre.*

2. *The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.*

   The project site is a vacant property located within the city limits of South Lake Tahoe and is 0.74 acres in size.

3. *The project site has no value, as habitat for endangered, rare or threatened species.* The project site has no known value as a habitat for endangered, rare, or threatened species. The parcel has been verified by TRPA as high-capability land (Class 7), and there are no known stream environment zones on the parcel that would provide suitable habitat for endangered, rare, or threatened species. Research of TRPA's wildlife database indicates that the nearest habitat is located in the Truckee Marsh west of the project site and the shores of Fallen Leaf Lake, which is not in the project vicinity.

4. *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

   The proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The City/TRPA Permits have been conditioned to require the project applicant to install street frontage improvements. The project is required to install Best Management Practices and treat all runoff onsite. The project's traffic impact was evaluated using TRPA's Project Impact Assessment tool, which determined that the VMTs generated (301 VMTs) are below the threshold of significance; however, the applicant must submit a mobility mitigation fee.

   The proposed project would likely create less noise levels than surrounding commercial and tourist accommodation uses as a residential use.

5. *The site can be adequately served by all required utilities and public services.*

   The site is adequately served by required utilities. South Tahoe Public Utility District, which provides water and sewer, has a mainline in Lake Tahoe Boulevard. Electricity is provided by Liberty Utilities, which has existing power poles located within the City right-of-way along the property frontage.

   Police and Fire services would be provided by the City of South Lake Tahoe Police Department and Fire Department.

Public Notice:

Notice of this public hearing was provided to the public by a publication in the Tahoe Tribune on March 25, 2022 and to all property owners within 300 feet of the subject area by mail. No comments have been received as of the date of this report.

Financial Implications:

None

Policy Implications:

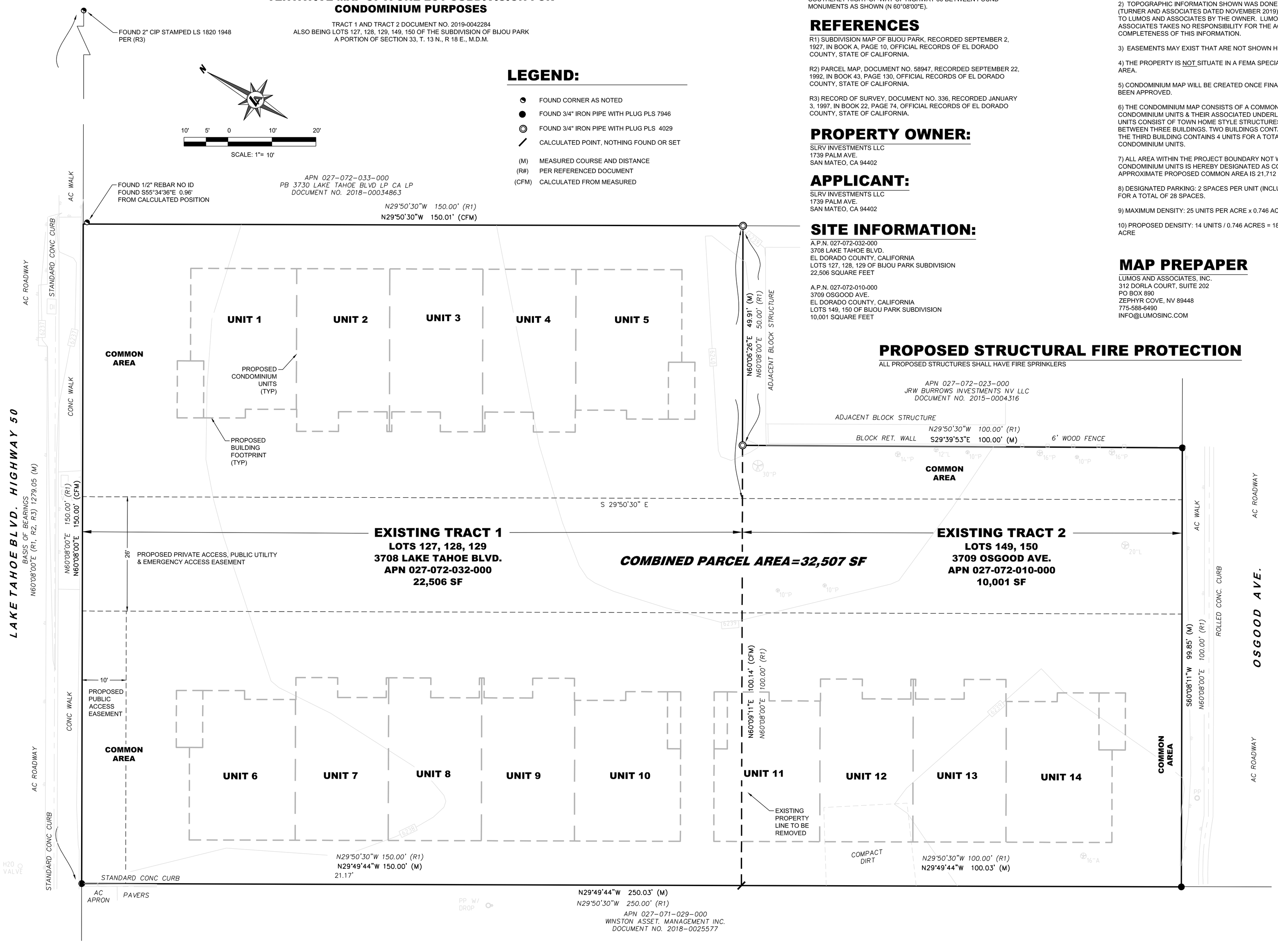
The development of the proposed multi-family dwelling project is consistent with the City Council's strategic priorities to provide a spectrum of housing needs and ensure housing availability for people of all economic, physical, social, and employment circumstances.

It should be noted that since the project is located in the Tourist Core Area Plan, the proposed project is eligible to obtain a vacation home rentals once the units are subdivide into residential condominiums.

3708 HIGHWAY 50 TOWN HOMES

TENTATIVE MAP OF A ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES

TRACT 1 AND TRACT 2 DOCUMENT NO. 2019-0042284
ALSO BEING LOTS 127, 128, 129, 149, 150 OF THE SUBDIVISION OF BIJOU PARK
A PORTION OF SECTION 33, T. 13 N., R 18 E., M.D.M.



LEGEND:

- FOUND CORNER AS NOTED
- FOUND 3/4" IRON PIPE WITH PLUG PLS 7946
- FOUND 3/4" IRON PIPE WITH PLUG PLS 4029
- CALCULATED POINT, NOTHING FOUND OR SET

(M) MEASURED COURSE AND DISTANCE
(R#) PER REFERENCED DOCUMENT
(CFM) CALCULATED FROM MEASURED

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 50 BETWEEN FOUND MONUMENTS AS SHOWN (N 60°08'00"E).

REFERENCES

R1) SUBDIVISION MAP OF BIJOU PARK, RECORDED SEPTEMBER 2, 1927, IN BOOK A, PAGE 10, OFFICIAL RECORDS OF EL DORADO COUNTY, STATE OF CALIFORNIA.

R2) PARCEL MAP, DOCUMENT NO. 58947, RECORDED SEPTEMBER 22, 1992, IN BOOK 43, PAGE 130, OFFICIAL RECORDS OF EL DORADO COUNTY, STATE OF CALIFORNIA.

R3) RECORD OF SURVEY, DOCUMENT NO. 336, RECORDED JANUARY 3, 1997, IN BOOK 22, PAGE 74, OFFICIAL RECORDS OF EL DORADO COUNTY, STATE OF CALIFORNIA.

PROPERTY OWNER:

SLRV INVESTMENTS LLC
1739 PALM AVE.
SAN MATEO, CA 94402

APPLICANT:

SLRV INVESTMENTS LLC
1739 PALM AVE.
SAN MATEO, CA 94402

SITE INFORMATION:

A.P.N. 027-072-032-000
3708 LAKE TAHOE BLVD.
EL DORADO COUNTY, CALIFORNIA
LOTS 127, 128, 129 OF BIJOU PARK SUBDIVISION
22,506 SQUARE FEET

A.P.N. 027-072-010-000
3709 OSGOOD AVE.
EL DORADO COUNTY, CALIFORNIA
LOTS 149, 150 OF BIJOU PARK SUBDIVISION
10,001 SQUARE FEET

NOTES

1) BOUNDARY FIELD WORK WAS PERFORMED ON 1/22/2021.

2) TOPOGRAPHIC INFORMATION SHOWN WAS DONE BY OTHERS (TURNER AND ASSOCIATES DATED NOVEMBER 2019) AND PROVIDED TO LUMOS AND ASSOCIATES BY THE OWNER. LUMOS AND ASSOCIATES TAKES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS INFORMATION.

3) EASEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.

4) THE PROPERTY IS NOT SITUATE IN A FEMA SPECIAL FLOOD HAZARD AREA.

5) CONDOMINIUM MAP WILL BE CREATED ONCE FINAL SITE MAP HAS BEEN APPROVED.

6) THE CONDOMINIUM MAP CONSISTS OF A COMMON AREA AND 14 CONDOMINIUM UNITS & THEIR ASSOCIATED UNDERLYING LAND. THE UNITS CONSIST OF TOWN HOME STYLE STRUCTURES DISTRIBUTED BETWEEN THREE BUILDINGS. TWO BUILDINGS CONTAINS 5 UNITS AND THE THIRD BUILDING CONTAINS 4 UNITS FOR A TOTAL OF 14 CONDOMINIUM UNITS.

7) ALL AREA WITHIN THE PROJECT BOUNDARY NOT WITHIN CONDOMINIUM UNITS IS HEREBY DESIGNATED AS COMMON AREA. APPROXIMATE PROPOSED COMMON AREA IS 21,712 SQ FT.

8) DESIGNATED PARKING: 2 SPACES PER UNIT (INCLUDING GARAGE) FOR A TOTAL OF 28 SPACES.

9) MAXIMUM DENSITY: 25 UNITS PER ACRE x 0.746 ACRES = 18 UNITS

10) PROPOSED DENSITY: 14 UNITS / 0.746 ACRES = 18.8 UNITS PER ACRE

MAP PREPAPER

LUMOS AND ASSOCIATES, INC.
312 DORLA COURT, SUITE 202
PO BOX 890
ZEPHYR COVE, NV 89448
775-588-6490
INFO@LUMOSINC.COM

PROPOSED STRUCTURAL FIRE PROTECTION

ALL PROPOSED STRUCTURES SHALL HAVE FIRE SPRINKLERS

LUMOS & ASSOCIATES
312 DORLA COURT, SUITE 202
ZEPHYR COVE, NV 89448
TEL: 775.588.6490
WWW.LUMOSINC.COM

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PROFESSIONAL LAND SURVEYOR
RICHARD B. BYREM
No. 9129
STATE OF CALIFORNIA

SLRV INVESTMENTS, LLC

TENATIVE MAP
3708 HIGHWAY 50 TOWNHOMES
APNS 027-072-032-000 & 027-072-010-000

SOUTH LAKE TAHOE — EL DORADO COUNTY — CALIFORNIA

REV	DATE	DESCRIPTION	BY

NOT FOR REVIEW

BAR IS 1 INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

V1.0

DRAWN BY: CRP/MBC
DESIGNED BY:
CHECKED BY: RBB
JOB NO.: 10276.000

L:\LAPro\10276.000 – 3708 Lake Tahoe Blvd. Townhomes\Survey\DWG\10276000SURVEY_TENT_MAP.dwg,TM, 02/07/2022 02:14 pm rpreve

Resolution 2022-XX

Adopted by the City of South Lake Tahoe City Council

April 5, 2022

Approve the Tentative Subdivision Map for 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue, El Dorado County APNs 027-072-032 and 027-072-010

BACKGROUND

A. On April 5, 2022 the City of South Lake Tahoe City Council held a duly noticed public hearing to consider a Tentative Subdivion Map (File #21-142) for 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue, APNs 027-072-032 and 027-072-010.

B. A public notice was mailed to property owners within 300 feet of the project and published in the Tahoe Daily Tribune on March 25, 2022.

C. On March 10, 2022 the City of South Lake Tahoe Planning Commission held a duly noticed public hearing to consider the Tentative Subdivision Map.

D. The City of South Lake Tahoe Planning Commission conducted a public hearing to receive public comments, considered evidence in the record and deliberated and found that the project is consistent with the City General Plan, the Tourist Core Area Plan, and the City-Wide Design Standards and meets the findings required by the California Subdivision Map Act.

E. The Planning Commission adopted Resolution 2022-003 recommending the City Council approve the Tentative Subdivision Map.

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

1. Finds that the tentative subdivision map is categorically exempt from CEQA pursuant to Section 15332, Class 32, Infill Projects.
2. Finds that the project is consistent with the City of South Lake Tahoe General Plan.
3. Finds that the design of the proposed subdivision is consistent with the City of South Lake Tahoe General Plan and the Tourist Core Area Plan.
4. Finds that the site is physically suitable for the type of development.
5. Finds that the site is physically suitable for the proposed density of development.

6. Finds that the design of the subdivision is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
7. Finds that the design of the subdivision is not likely to cause serious public health problems.
8. Finds that the design of the subdivision will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.
9. Approves the tentative subdivision map based on the analysis in the staff report, the findings required by the California Subdivision Map Act, and subject to the following conditions of approval:
    a. The initial life of the Tentative Map is 24 months unless otherwise extended as described in Government Code §66452.6.
    b. The owner may file multiple Final Maps prior to the expiration of the Tentative Map as long as:
        i. The subdivider gives notice to the City of its intent to do so; and
        ii. After filing the Tentative Map, the subdivider and City concur in the filing of multiple Final Maps (Government Code §66456.1).
    c. The Final Map shall include all information and statements required by Article 4 of the Subdivision Map Act.
    d. The Final Map shall be prepared by or under the direction of a registered civil engineer or licensed land surveyor and shall conform to the provisions in §66434 of the Subdivision Map Act.
    e. The City Council shall approve the Final Map per Section § 66440 of the Subdivision Map Act.
    f. If Declaration of Covenants, Conditions, and Restrictions are recorded with the Department of Real Estate, the applicant shall provide a copy of such document to the City Planning Division.
    g. Any amendment or modification to said document shall also be provided to the City Planning Division.
    h. The Final Map shall be in substantial compliance with Major Design Review #21-142.
    i. The Final Map shall be retitled “3708 Lake Tahoe Boulevard Town Homes”.
    j. The Final Map shall include the overflight notification language required by the Lake Tahoe Airport Compatibility Land Use Plan.
    k. The Final Map shall include easements, dedications, and cite cross access agreements and recorded deed restrictions to assure legal access to all parcels and condominium parcels to the public right-of-way as required by the Subdivision Map Act and as directed and approved by the City Surveyor.
    l. A Tentative Subdivision Map recommendation of approval by the City Council does not constitute Final Map approval.

Adopted by the City of South Lake Tahoe City Council at a meeting on April 5, 2022, by the following vote:

Yes

No
Absent
Abstain

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

Notice of Exemption *Supplementary Document Q*

To: ☒ Office of Planning and Research
State Clearinghouse
P.O. Box 3044
Sacramento, CA 95812-3044

☐ County Clerk
Count of El Dorado
3368 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150

From: City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Project Title: 3708 Lake Tahoe Boulevard & 3709 Osgood Avenue Town Homes Tentative Map, File #21-142

Project Location - Specific: 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue/APNs 027-072-027 and -032

Project Location - City: South Lake Tahoe

Project Location - County: El Dorado

Description of Project: The project is the subdivision of an approved 14 unit multi-family residential project. The subdivision will result in 14 residential condominiums.
Name of Public Agency Approving Project: City of South Lake Tahoe
Name of Person or Agency Carrying out Project: SLRV Investments LLC

Exempt Status: *(check one)*

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15332, Class 32

☐ Statutory Exemptions. State code number:

Reasons why the project is exempt: The proposed project is exempt from CEQA pursuant to Section 15332, Class 22, which consists of projects characterized as infill development.
Lead Agency Contact Person: John M. Hitchcock
Area Code/Telephone: (530) 542-7472

Email: jhitchcock@cityofslt.us

Signature: _____ **Title**: Planning Manager

Date: April 5, 2022

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR: _____

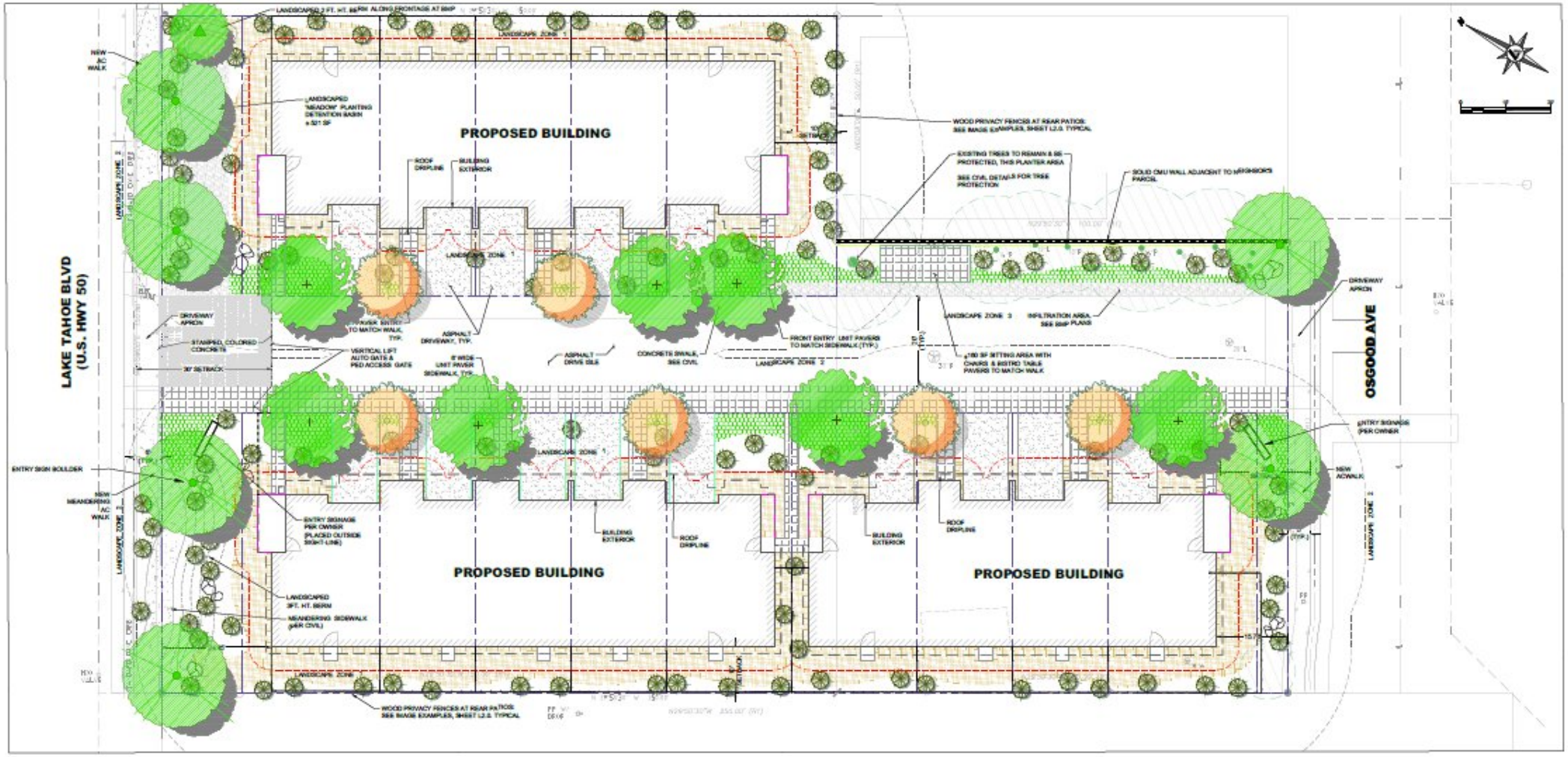
3708 Lake Tahoe Boulevard & 3709 Osgood Avenue Tentative Subdivision Map

CITY OF
SOUTH LAKE TAHOE

City Council
April 5, 2022

Project Description

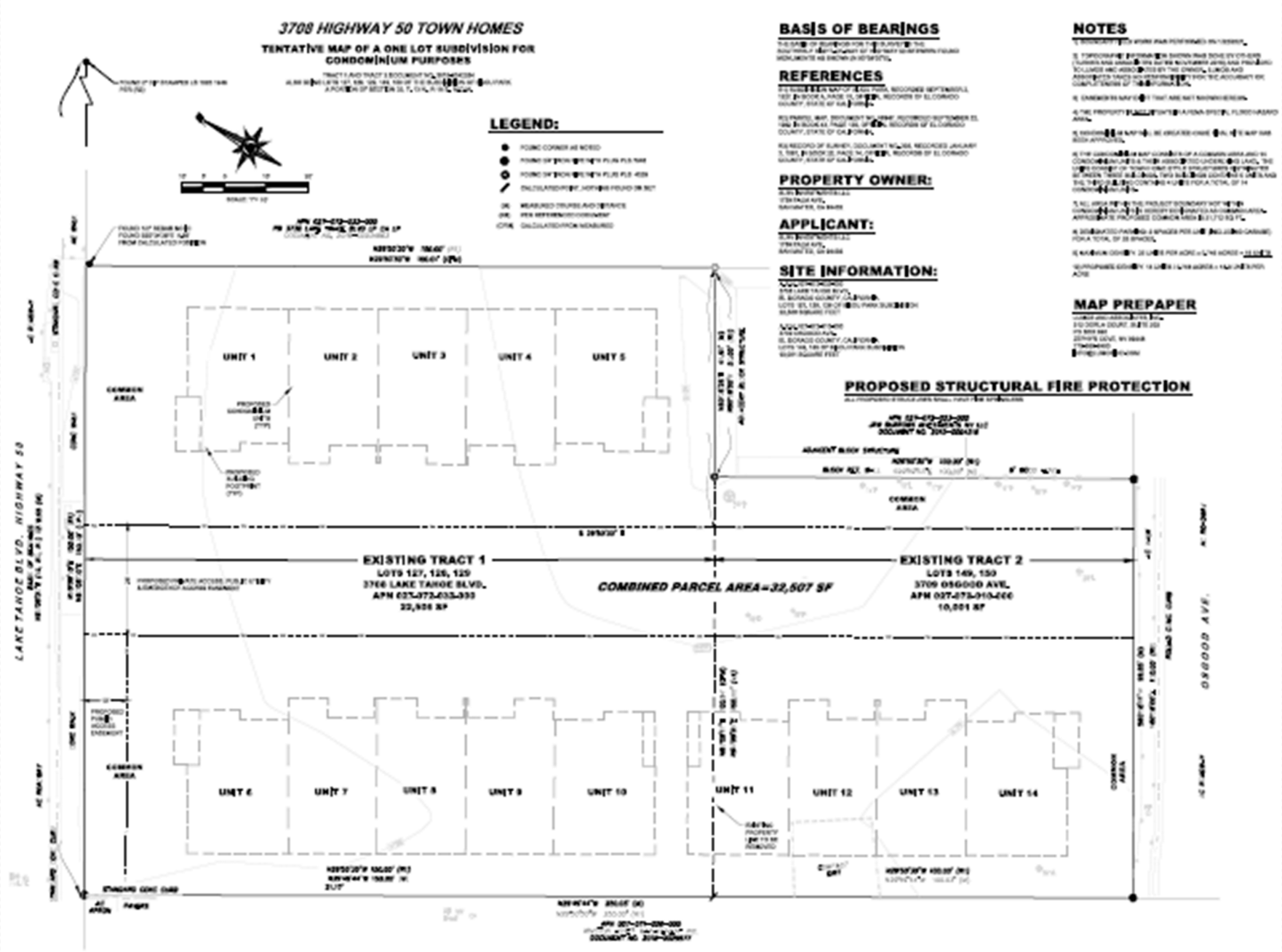
- Construction of a 14-unit multi-family project
- Located at 3708 Lake Tahoe Blvd & 3709 Osgood Avenue
- Design review approved by Planning Commission February 10, 2022
- Tentative Subdivision Map approved by Planning Commission on March 10, 2022


LAKE TAHOE BLVD
(U.S. HWY 50)
OSGOOD AVE
PROPOSED BUILDING
PROPOSED BUILDING
PROPOSED BUILDING
LANDSCAPED 3 FT. HT. BERM ALONG FRONTAGE AT BMP
LANDSCAPE ZONE 1
NEW AC WALK
LANDSCAPED "MEADOW" PLANTING DETENTION BASIN
WOOD PRIVACY FENCES AT REAR PATIOS
EXISTING TREES TO REMAIN & BE PROTECTED, THIS PLANTER AREA
SOLID CMU WALL ADJACENT TO NEIGHBORS PARCEL
ROOF DRIPLINE
BUILDING EXTERIOR
LANDSCAPE ZONE 3
INFILTRATION AREA
DRIVEWAY APRON
STAMPED, COLORED CONCRETE
VERTICAL LIFT AUTO GATE & PED ACCESS GATE
ASPHALT DRIVEWAY, TYP.
ASPHALT DRIVE ISLE
CONCRETE SWALE
FRONT ENTRY UNIT PAVERS TO MATCH SIDEWALK (TYP.)
LANDSCAPE ZONE 2
ENTRY SIGNAGE PER OWNER
ENTRY SIGN BOULDER
NEW MEANDERING AC WALK
ENTRY SIGNAGE PER OWNER (PLACED OUTSIDE SIGHT-LINE)
LANDSCAPED 3FT. HT. BERM
MEANDERING SIDEWALK (per CIVIL)
WOOD PRIVACY FENCES AT REAR PATIOS

Tentative Subdivision Map

- One-lot subdivision
- Tentative Map will merge the two underlying lots
- SMA does not require the applicant to depict the condominiums; however, the applicant has elected to show the condo units on the Tentative Map
  - Proposed footprint
  - Common area
  - Public utility and emergency access easements
  - And a public access easement

Tentative Map



Tentative Map

- 24-months to submit a Final Map with a Condominium Plan
- Condominium Plan will provide legal boundaries for each unit
- Requires review and approval by the City Surveyor prior to City Council approval

SMA Findings

- Consistent with the General Plan
- Consistent with the Tourist Core Area Plan
- Site is suitable for this type of development (disturbed, high capability infill site)
- The site can accommodate the proposed density (25 units/acre)
- The site does not have any know value as habitat for fish or wildlife
- The subdivision will not cause serious public-health problems (BMPs, fire/defensible space, building code)
- The tentative map will not conflict with easements acquired by the public at large. A public utility and emergency access easement is delineated on the Tentative Map

Environmental

- CEQA
  - The project is categorical exempt from CEQA pursuant to Section 332, Class 32, which consists of projects characterized as infill development
  - City staff will file a Notice of Exemption with the State Clearinghouse and the El Dorado County Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 11

Agenda Item: Department of Alcoholic Beverage Control - Public Convenience or Necessity - Grocery Outlet

Executive Summary: Under State law, the issuance of a new alcohol retail license is prohibited in any area that has an undue concentration of alcohol outlets or high crime unless a determination is made that the license would serve public convenience or necessity. (Cal. Bus. & Prof. Code § 23958.4). The determination of "public convenience or necessity" is either made by the Department of Alcoholic Beverage Control (ABC), or by a local governing body, depending on the license type.

Where the ABC license type necessitates a determination of public convenience or necessity by the local governing body, the local governing body must issue a letter to ABC stating that it has made the finding of public convenience and necessity for ABC to issue a new alcohol retail license.

Requested Action / Suggested Motions: Pass a Resolution approving issuance of a Letter of Public Convenience or Necessity to the California Department of Alcoholic Beverage Control for the Issuance of a Type 21 License for the Premises at 2358 Lake Tahoe Boulevard (Grocery Outlet Inc.)
Responsible Staff Member: Anna Kashuba, Assistant Planner

Responsible Staff Member: Anna Kashuba, Assistant Planner (530) 542-7405

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

Attachments:

01- Staff Report 22358LakeTahoeBlvd_22-017_PNC0220304.docx
02-ABC Application
03-Resolution - ABC Letter of Necessity - Grocery Outlet.docx
04- Letter of Public Necessity (Exh. A to Reso)
05-Notice of Public Hearing

City of South Lake Tahoe
Report to City Council

Meeting Date: April 5, 2022

Title: ABC - Public Convenience or Necessity - Grocery Outlet

Location: 2358 Lake Tahoe Boulevard (APN 031-020-041)

Responsible Staff Members: Anna Kashuba, Assistant Planner (530) 542-7405

Background:

Under State law, the issuance of a new alcohol retail license is prohibited in any area that has an undue concentration of alcohol outlets or high crime unless a determination is made that the license would serve public convenience or necessity. (Cal. Bus. & Prof. Code § 23958.4). The determination of "public convenience or necessity" is either made by the Department of Alcoholic Beverage Control (ABC), or by a local governing body, depending on the license type.

Where the ABC license type necessitates a determination of public convenience or necessity by the local governing body, the local governing body must issue a letter to ABC stating that it has made the finding of public convenience or necessity for ABC to issue a new alcohol retail license.

Issue and Discussion:

PROJECT DESCRIPTION

This item is before the City Council to approve a Letter of Public Convenience or Necessity (PCN) to the State of California Department of Alcoholic Beverage Control (ABC) for a liquor license request from Grocery Outlet, Inc. Grocery Outlet, Inc. has requested a new liquor license (Type 21 Off-Sale) in conjunction with an existing grocery business, "Grocery Outlet", which operates at 2358 Lake Tahoe Boulevard, South Lake Tahoe. Grocery stores are an allowed use in the planning area.

Grocery Outlet currently operates with a Type 20 Off-Sale license that allows for the sale of beer and wine. In 2021, Grocery Outlet was successful in obtaining a Type 21 Off-Sale license from ABC, with a requirement that a PCN be obtained from the City of South Lake Tahoe. A Type 21 Off-Sale license would permit the sale of beer, wine, and spirits as an ancillary use to the primary general merchandise use. Establishing this off-sale license would allow the convenience of one-stop shopping for food, beer, wine, and spirits. The South Lake Tahoe Police Department has reviewed the request and does not object to the proposed issuance of this type of license to the applicant. Upon issuance of the Type 21 Off-Sale license, 'the Type 20 Off-Sale license will be surrendered.

SITE DESCRIPTION

The property is a developed parcel at 2358 Lake Tahoe Boulevard. The site is bordered on the east and south by Johnson Meadow conservation area and on the west by commercial services. North, across Lake Tahoe Boulevard, is Motel 6.

Existing Site Factors	
Parcel Size:	65,231 ft^2 (estimated)
Assessor's Parcel Number	031-020-041
General Plan Land Use Designation	Town Center
Planning Area	Tahoe Valley Area Plan
Zoning	Town Center Mixed-Use Corridor
Flood Zone	1% Annual Chance Flood Hazard, FEMA Panel 06017C0386F
Airport Land Use Compatibility Plan	Safety Zone 6

Surrounding Land Uses/Zoning			
	General Plan Land Use	Zoning	Development Status
North	Town Center	Mixed-use Corridor	Developed Commercial Uses
South	Conservation	NA	Vacant Rural Lands
West	Town Center	Mixed-use Corridor	Developed Commercial Uses
East	Conservation	NA	Vacant Rural Lands

Environmental Analysis

Staff has reviewed the Project to determine the required level of review under CEQA. The proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the CEQA Guidelines states that an activity is covered by the commonsense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. Granting this PCN will expand the services at the existing grocery store but will not bring about any physical change to the environment and will not have any potential for causing a significant effect on the environment.

Public Notice:

The applicant, according to the California Business and Professionals Code, Chapter 6, 23985.5(a) has notified all residences within 500 feet of the site. No notices on behalf of the City of South Lake Tahoe are required.

Financial Implications:

There is a potential for additional tax revenue generated by the sale of beer, wine, and spirits.

Policy Implications:

The Strategic Plan incorporates the concept of expanding retail opportunities as part of Economic Development. As the City has been endeavoring to “increase the top line”, it is of

critical importance to encourage and assist private enterprise to create new economic models within the City.

State of California

Department of Alcoholic Beverage Control

APPLICATION SIGNATURE SHEET *("SIGN ON")*

- ***Read instructions on reverse before completing.***
- ***All signatures must be witnessed by an ABC employee or notarized in accordance with laws of the State where signed.***

1. OWNERSHIP TYPE (Check one)

- [ ] Sole Owner
- [ ] Partnership
  - [ ] Married Couple
  - [ ] Domestic Partner
- [ ] Partnership-Ltd
- [x] Corporation
- [ ] Limited Liability Company
- [ ] Other

2. FILE NUMBER (If any): 631263

3. LICENSE TYPE: 21

4. TRANSACTION TYPE

- [x] Original
- [ ] Exchange
- [ ] Person to Person Transfer
- [ ] Premise to Premise Transfer
- [ ] Other: Priority

5. APPLICANT(S) NAME (Last, first, middle)

Grocery Outlet Inc.

6. APPLICANT'S MAILING ADDRESS (Street address/P.O. box, city, state, zip code)

5650 Hollis St, Emeryville CA 94608

7. PREMISES ADDRESS (Street address, city, zip code)

2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

APPLICANT'S CERTIFICATION

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He/She is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he/she has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to (a) satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department, (b) to gain or establish a preference to or for any creditor or transferor, or (c) to defraud or injure any creditor or transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

I understand that if I fail to qualify for the license or withdraw this application, the application fee shall be non-refundable as specified in Section 23320 B&P.

SOLE OWNER

8. PRINTED NAME (Last, first, middle)	SIGNATURE	DATE SIGNED
	X	

PARTNERSHIP/LIMITED PARTNERSHIP (Signatures of general partners only)

9. PARTNER'S PRINTED NAME (Last, first, middle)	SIGNATURE	DATE SIGNED
	X	
PARTNER'S PRINTED NAME (Last, first, middle)	SIGNATURE	DATE SIGNED
	X	
PARTNER'S PRINTED NAME (Last, first, middle)	SIGNATURE	DATE SIGNED
	X	

CORPORATION Grocery Outlet Inc.

10. PRINTED NAME (Last, first, middle)	SIGNATURE	DATE SIGNED
Lindberg, Eric J.	X EJL	12/6/21

TITLE: [x] President [ ] Vice President [ ] Chairman of the Board

PRINTED NAME (Last, first, middle)	SIGNATURE	DATE SIGNED
Burke, Pamela B.	X Pamela B Burke	12-6-2021

TITLE: [x] Secretary [ ] Asst. Secretary [ ] Chief Financial Officer [ ] Asst. Treasurer

LIMITED LIABILITY COMPANY

11. The limited liability company is member-run [ ] Yes [ ] No (If no, complete Item #12 below)

12. NAME OF DESIGNATED MANAGER, MANAGING MEMBER OR DESIGNATED OFFICER (Last, first, middle)

13. MEMBER'S PRINTED NAME (Last, first, middle)	SIGNATURE	DATE SIGNED
	X	
MEMBER'S PRINTED NAME (Last, first, middle)	SIGNATURE	DATE SIGNED
	X	

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
County of Alameda)

On December 16th, 2021 before me, Rebecca Marie Torres (Notary Public)
(insert name and title of the officer)

personally appeared Eric J Lindberg and Pamela B Burke,
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.

REBECCA MARIE TORRES
Notary Public - California
Alameda County
Commission # 2257049
My Comm. Expires Sep 2, 2022

Signature _____ (Seal)

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

APPLICATION QUESTIONNAIRE

Please read instructions, which includes Privacy Notice, before completing form.

1. APPLICANT'S NAME(S) (If an individual, first name, middle name, last name. Name of entity if corporation, limited partnership or limited liability company.)

Grocery Outlet Inc.

P-12 LICENSEE: [■] Yes [ ] No
(If yes, complete form ABC-811)

2. LICENSE TYPE(S) (Check appropriate items)		3. TRANSACTION TYPE (Check appropriate item)	
	20 Off-Sale Beer & Wine	X	Original (New)
X	21 Off-Sale General		Person-to-Person Transfer (check appropriate section):
	40 On-Sale Beer		Section 24071 (Surviving spouse, corporations, fiduciaries, etc.)
	41 On-Sale Beer & Wine Eating Place		Section 24071.1 (Corporate Stock/Limited Partnership)
	42 On-Sale Beer & Wine Public Premises		Section 24071.2 (Limited Liability Company)
	47 On-Sale General Eating Place		Premises-to-Premises Transfer
	48 On-Sale General Public Premises		Exchange
	Other	X	Other Priority

4. TEMPORARY PERMIT REQUESTED (Person-to-Person transfers only)
[ ] Yes [✓] No

5. PREMISES ADDRESS (Where license to be issued) (Street number and name, city, zip code): 2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
County: El Dorado

6. PREMISES TELEPHONE NUMBER: (530) 542-1077
7. PREMISES ARE INSIDE CITY LIMITS: [✓] Yes [ ] No
8. BUSINESS NAME (DBA) YOU WILL USE: Grocery Outlet

9. BUSINESS MAILING ADDRESS (Street number and name, city, state, zip code): 5650 Hollis St, Emeryville CA 94608
10. MAILING ADDRESS: [■] Permanent [ ] Temporary

11. ABC LICENSE COST (Item #33a on reverse): $15,835.00
12. SUBTOTAL (Item #33f on reverse): $15,835.00

13. HAS THE APPLICANT(S) EVER BEEN CONVICTED OF A FELONY? [ ] Yes [✓] No
14. HAS THE APPLICANT(S) EVER VIOLATED ANY OF THE PROVISIONS OF THE ALCOHOLIC BEVERAGE CONTROL ACT OR REGULATIONS OF THE DEPARTMENT PERTAINING TO THE ACT? [✓] Yes [ ] No

15. IF YES TO ITEM 13 OR 14, PLEASE EXPLAIN
P-12 Applicant; Violations on record with base file #318940

16. TRANSFEROR'S NAME (If an individual, last, first, middle. Name of entity if corporation, limited partnership or limited liability company.): N/A
17. ABC LICENSE NUMBER: N/A

18. TRANSFEROR'S PREMISES ADDRESS (Where license is now issued) (Street number and name, city, zip code): N/A

19. PREMISES UNDER CONSTRUCTION: [ ] Yes [✓] No
IF YES, LIST ESTIMATED COMPLETION DATE:
20. FRANCHISE: [ ] Yes [■] No

21. NAME OF PERSON WE MAY CONTACT (For the applicant): Katy Schardt
22. TITLE OF CONTACT PERSON: Licensing Consultant

23. CONTACT TELEPHONE NUMBER: (916) 660-9623
24. CONTACT E-MAIL ADDRESS: Katy@katyschardt.com

25. PREMISES IS CURRENTLY LICENSED: [✓] Yes [ ] No
IF YES, TYPE OF LICENSE: 20
26. CURRENT LICENSE IS OPERATING: [✓] Yes [ ] No
IF NO, DATE CLOSED: N/A

FINANCIAL INFORMATION

27. ESCROW COMPANY'S NAME: California Business Escrow
ESCROW COMPANY'S ADDRESS: 1748 Main St, Escalon CA 95320
TELEPHONE NUMBER: (209) 838-1100

28. BOOKKEEPER/ACCOUNTANT'S NAME: In-house
BOOKKEEPER/ACCOUNTANT'S ADDRESS:
TELEPHONE NUMBER: ( )

29. LANDLORD'S NAME: Ledbetter-Rahbeck LLC
LANDLORD'S ADDRESS: 439 McFaul Way, Zephyr Cove NV 89448
TELEPHONE NUMBER: ([redacted]) [redacted]

30. MONTHLY RENT:
31. LEASE EXPIRATION DATE: 1/31/2023
32. INDICATE WHETHER LEASE OR RENTAL AGREEMENT INCLUDES FURNITURE OR FIXTURES: [ ] All [ ] Some [X] None

with options to extend the term

33. INVESTMENT INFORMATION	COST
a. ABC License	$ 15,835.00
b. Furniture/fixtures	$ 0.00
c. Inventory	$ 0.00
d. Goodwill/non-compete covenant	$ 0.00
e. Leasehold and/or Improvements	$ 0.00
f. **SUBTOTAL** *(Usually should equal the recorded notice)*	$ 15,835.00
g. Fees for other licenses, permits, and deposits (approximate). Include Federal, State, County or City license fees or permits; lease and utility deposits	$ 9,000.00
h. Working capital (approximate)	$ 0.00
i. Realty or interest therein	$ 0.00
j. **TOTAL INVESTMENT (Items f through i)** (will equal total of amounts listed in item #33)	$ 24,835.00

34. Source of Funds for Total Investment (item #33j) - identify amount(s), type(s) and explain source(s) and/or terms of Repayment

Amount	Type	Source and/or Terms of Repayment
Examples *$1,000*	*Gift*	*John Doe, Brother*
$15,000	*Promissory Note*	*to seller, payable @ $1,000 per month for 15 months*
$10,000	*Loan*	*from ABC Bank, @ 8.5% over 5 yrs; monthly payment = $2,052*
$24,835.00	Cash	retained from business earnings

35. LIST ALL BANK ACCOUNTS FOR THIS BUSINESS OPERATION

BANK NAME	BANK ADDRESS	ACCOUNT NUMBER
a. On File with ABC		
b.		

c. NAMES OF ALL PERSONS AUTHORIZED TO SIGN ON BANK ACCOUNT(S) (Print)

On File with ABC

I understand that falsification of the information on this form may constitute grounds for denial or revocation of the license(s). For a period of 90 days from this date, I/we hereby authorize the Department of Alcoholic Beverage Control, or any of its officers, to examine and secure copies of financial records consisting of signature cards, checking and savings accounts, notes and loan documents, deposit and withdrawal records, and escrow documents of my/our financial institution(s) or any financial records established in connection with this business. This authorization to examine records at any financial institution may be revoked at any time. I/we also authorize the Department of Alcoholic Beverage Control, or any of its officers, to examine and secure copies of any business records or documents established in connection with this business including, but not limited to those on file with my/our bookkeeper. I/we also read all of the above and declare under penalty of perjury that each and every statement is true and correct.

36. APPLICANT SIGNATURE (Only one signature needed)	PRINTED NAME	DATE SIGNED
Pamela B Burke	Pamela B. Burke	12-6-2021

ATTEST (ABC Employee or Notary Public)

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
County of Alameda)

On December 6th, 2021 before me, Rebecca Marie Torres (Notary Public)
(insert name and title of the officer)

personally appeared Pamela B Burke,
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.

REBECCA MARIE TORRES
Notary Public - California
Alameda County
Commission # 2257049
My Comm. Expires Sep 2, 2022

Signature _____ (Seal)

P-12 Request/Acknowledgement Form

The following is to be completed by an applicant who currently holds one or more permanent license(s) issued by the Department and has been granted, or is requesting, P-12 status:

LICENSEE/APPLICANT: Grocery Outlet Inc.

CHECK ONE:

[X] Our designated base/master file is held in the Department's Concord District Office under file number 318940.

[ ] We are requesting P-12 status under file number _____ held in the Department's _____ District Office.

We hereby request waiver of submission of documents which would otherwise be required to establish our qualification as an applicant for an alcoholic beverage license.

We hereby attest, under penalty of perjury, that all information (including forms ABC-208 [Personal Affidavit], ABC-243 [Corporate Questionnaire], ABC-256 [Limited Partnership Questionnaire], ABC-256-LLC [Limited Liability Questionnaire] and all related supporting documents) in the above-identified licensing file are accurate and current.

We understand that we are required to report any changes to our licensed entity, pursuant to Business and Professions Code Sections 24071, 24071.1, and/or 24071.2, and California Code of Regulations Rule 68.5.

We recognize that a determination by the Department that this statement is materially false could lead to denial of this application and/or disciplinary action against license(s) held by the applicant.

Pamela B. Burke 12.16.2021 Pamela B. Burke

Signature of applicant Date

ABC-811 (11/11)

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

CORPORATE QUESTIONNAIRE

Instructions: Complete all items. One officer must sign for the corporation. Item 16 - List Certificates chronologically, including active, canceled, and pending issuance. If stock is pledged, include date, number of shares, and from whom to whom.

1. NAME OF CORPORATION Grocery Outlet Inc.	2. ABC LICENSE NUMBER
3. PREMISES ADDRESS 2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150	4. TELEPHONE NUMBER 530-542-1077
5. ATTORNEY'S NAME P-12 Applicant	6. ATTORNEY'S TELEPHONE NUMBER
7. ATTORNEY'S ADDRESS	
8. NAME OF BANK (Corporate account) P-12 Applicant	9. ACCOUNT NUMBER
10. ADDRESS OF CORPORATE BANK ACCOUNT P-12 Applicant	
11. PERSONS AUTHORIZED TO SIGN ON BANK ACCOUNT (Print)	

12. INCORPORATION DATE	13. STATE OF INCORPORATION	14. SECRETARY OF STATE FILE NUMBER
P-12 Applicant		

15. OFFICERS AND DIRECTORS

TITLE	NAME	ADDRESS	TELEPHONE NUMBER
P-12 Applicant			
TITLE	NAME	ADDRESS	TELEPHONE NUMBER
TITLE	NAME	ADDRESS	TELEPHONE NUMBER
TITLE	NAME	ADDRESS	TELEPHONE NUMBER
TITLE	NAME	ADDRESS	TELEPHONE NUMBER
TITLE	NAME	ADDRESS	TELEPHONE NUMBER

16. LIST ALL STOCK CERTIFICATES

TO WHOM ISSUED	*CERTIFICATE NUMBER*	*NUMBER OF SHARES*	*PERCENTAGE OF OUTSTANDING SHARES OF STOCK*	*DATE ISSUED*	*DATE CANCELED*
P-12 Applicant					

☐ Continued on reverse

I hereby certify the above are the present officers, directors and/or stockholders and that each such officer, director and stockholder is the real party in interest with respect to his/her position and is not acting directly or indirectly as an agent, employee or representative of any other person not reported to the Department. The provisions of sections 23405 and 23405.3 of the Business and Professions Code (B&P) are hereby acknowledged and it is understood that changes within the corporation and/or entities holding interest in the corporation will be reported to the Department as required by Rule 68.5 CCR and a fee may be required pursuant to Sections 24071.1 & 24072 B&P.

SIGNATURE (FOR THE CORPORATION)	TITLE	DATE SIGNED
Pamela B Gl	CAO/Secretary	12.6.2021

ABC-243 (rev. 07/19)

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

STATEMENT RE: RESIDENCES
(Rule 61.4)

Applicant: Please complete left side of form, then sign. List addresses of all residences within 100 feet of your proposed premises. If there are none, write "None." Measure all distances by direct line from the closest edge of the residential structure to the closest edge of your structure or parking lot, whichever is closer. Your "parking lot" includes any area that is maintained for the benefit of your patrons or operated in conjunction with your premises. Continue on reverse if needed.

1. APPLICANT NAME

Grocery Outlet Inc.

2. PREMISES ADDRESS *(Street number and name, city, zip code)*

2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

3. RESIDENCES WITHIN 100'	DEPARTMENT USE ONLY				
1. N/A	LTR ☐	PERS ☐	DATE	DISTANCE ft.	SEPARATION FACTORS
	NAME				
2.	LTR ☐	PERS ☐	DATE	DISTANCE ft.	SEPARATION FACTORS
	NAME				
3.	LTR ☐	PERS ☐	DATE	DISTANCE ft.	SEPARATION FACTORS
	NAME				
4.	LTR ☐	PERS ☐	DATE	DISTANCE ft.	SEPARATION FACTORS
	NAME				
5.	LTR ☐	PERS ☐	DATE	DISTANCE ft.	SEPARATION FACTORS
	NAME				
6.	LTR ☐	PERS ☐	DATE	DISTANCE ft.	SEPARATION FACTORS
	NAME				
7.	LTR ☐	PERS ☐	DATE	DISTANCE ft.	SEPARATION FACTORS
	NAME				
8.	LTR ☐	PERS ☐	DATE	DISTANCE ft.	SEPARATION FACTORS
	NAME				

NON-INTERFERENCE (For Department Use Only)

I acknowledge that any false, misleading or omitted information required in this statement may constitute grounds for denial of application for the license, or if the license is issued in reliance upon information in this statement which is offered, false or misleading, then such misinformation or omission will constitute grounds for revocation of the license so issued.

4. APPLICANT SIGNATURE Pamela B Pl

DATE SIGNED 12.6.2021

ABC-247 (rev. 01/19)

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

STATEMENT RE: CONSIDERATION POINTS

Applicant: Please complete left side of form, then sign. List the names and addresses of all schools, churches, hospitals, public playgrounds, and youth facilities located within 600 feet of your proposed premises. Measure all distances by direct line from the closest edge of the facility structure to the closest edge of your structure. Continue on reverse if needed.

1. APPLICANT NAME

Grocery Outlet Inc.

2. PREMISES ADDRESS *(Street number and name, city, zip code)*

2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

3. FACILITY NAME/ADDRESS	DEPARTMENT USE ONLY				
	LTR	PERS	DATE	DISTANCE	SEPARATION FACTORS
1. N/A	☐	☐		FT.	
	NAME				
2.	☐	☐		FT.	
	NAME				
3.	☐	☐		FT.	
	NAME				
4.	☐	☐		FT.	
	NAME				
5.	☐	☐		FT.	
	NAME				
6.	☐	☐		FT.	
	NAME				
7.	☐	☐		FT.	
	NAME				
8.	☐	☐		FT.	
	NAME				
9.	☐	☐		FT.	
	NAME				

I acknowledge that any false, misleading or omitted information required in this statement may constitute grounds for denial of the application for the license, or, if the license is issued in reliance upon information in this statement which is omitted, false or misleading, then such misinformation or omission will constitute grounds for revocation of the license so issued.

4. APPLICANT SIGNATURE Pamela B Pl

DATE SIGNED 12-6-2021

ABC-251 (rev. 05-14)

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

ZONING AFFIDAVIT

Instructions to the Applicant: Complete Items 1 - 14. Sign and date the form and submit it to ABC.

1. APPLICANT(S) NAME (Last, first, middle)
Grocery Outlet Inc.

2. PREMISES ADDRESS (Street number and name, city, zip code)
2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

3. PARCEL NUMBER OF PROPERTY (Obtain from County Assessor's Office)
031-020-041

4. TYPE OF LICENSE APPLIED FOR
21

5. UPGRADE OF LICENSED PRIVILEGES
☒ Yes ☐ No

6. CURRENT LICENSE TYPE AT THIS LOCATION, IF ANY
20

7. TYPE OF BUSINESS (i.e., restaurant, mini-mart, gas station, etc.)
Grocery Store

8. ARE THE PREMISES INSIDE THE CITY LIMITS?
☒ Yes ☐ No

For answers to Questions 8 - 14, contact your local city OR county planning department (if inside the city limits, contact city planning; if outside, contact county planning.

9. HOW ARE APPLICANT PREMISES ZONED? STATE TYPE (i.e., "C" commercial, "R" residential, etc.)
Commercial

10. DOES ZONING PERMIT INTENDED USE?
☒ Yes ☐ No

11. IS A CONDITIONAL USE PERMIT (C.U.P.) NEEDED? (If yes, please attach copy of receipt or C.U.P.)
☐ Yes ☒ No

12. IF YES, DATE YOU FILED APPLICATION FOR C.U.P.
N/A

13. NAME OF PLANNER CONTACTED AT PLANNING DEPARTMENT
John Hitchcock jhitchcock@cityofslt.us

14. PLANNER'S PHONE NUMBER

Under the penalty of perjury, I declare the information in this affidavit is true to the best of my

15. APPLICANT'S SIGNATURE (One signature will suffice)
Pamela B Bk

16. DATE SIGNED
12.6.2021

FOR DEPARTMENT USE ONLY

☐ C.U.P. Approved	IF APPROVED, EFFECTIVE DATE	FILE NUMBER
☐ C.U.P. Denied	DATE DENIED	

GENERAL INFORMATION

•Section 23790 of the Business and Professions Code says that ABC may not issue a retail license contrary to a valid zoning ordinance. This form will help us determine whether your proposed business is properly zoned for alcoholic beverage sales.

•A conditional use permit (CUP) (Item 11) is a special zoning permit granted after an individual review of proposed land-use has been made. CUP's are used in situations where the proposed use may create hardships or hazards to neighbors and other community members who are likely to be affected by the proposed use. The ABC district office will not make a final recommendation on your license application until after the local CUP review process has been completed. If the local government denies the CUP, ABC must deny your license application.

23790. Zoning ordinances. No retail license shall be issued for any premises which are located in any territory where the exercise of the rights and privileges conferred by the license is contrary to a valid zoning ordinance of any county or city.

Premises which had been used in the exercise of those rights and privileges at a time prior to the effective date of the zoning ordinance may continue operation under the following conditions:
(a) The premises retain the same type of retail liquor license within a license classification.
(b) The licensed premises are operated continuously without substantial change in mode or character of operation.
For purposes of this subdivision, a break in continuous operation does not include:
(1) A closure for not more than 30 days for purposes of repair, if that repair does not change the nature of the licensed premises and does not increase the square footage of the business used for the sale of alcoholic beverages.
(2) The closure for restoration of premises rendered totally or partially inaccessible by an act of God or a toxic accident, if the restoration does not increase the square footage of the business used for the sale of alcoholic beverages.

Department of Alcoholic Beverage Control

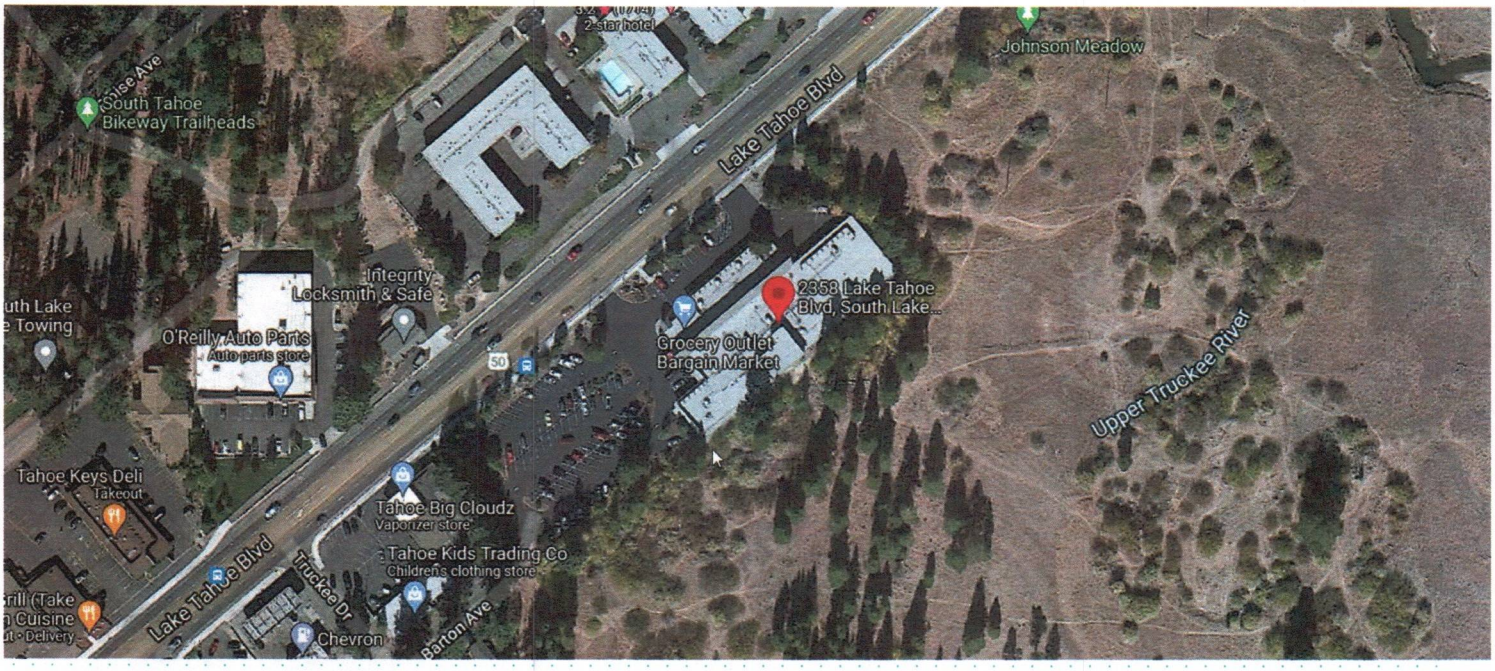
State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
Grocery Outlet Inc.	21
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**
2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150	Truckee Dr

DIAGRAM



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
Pamela B Bl	12.6.2021

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-253 (rev. 07/19)

Department of Alcoholic Beverage Control

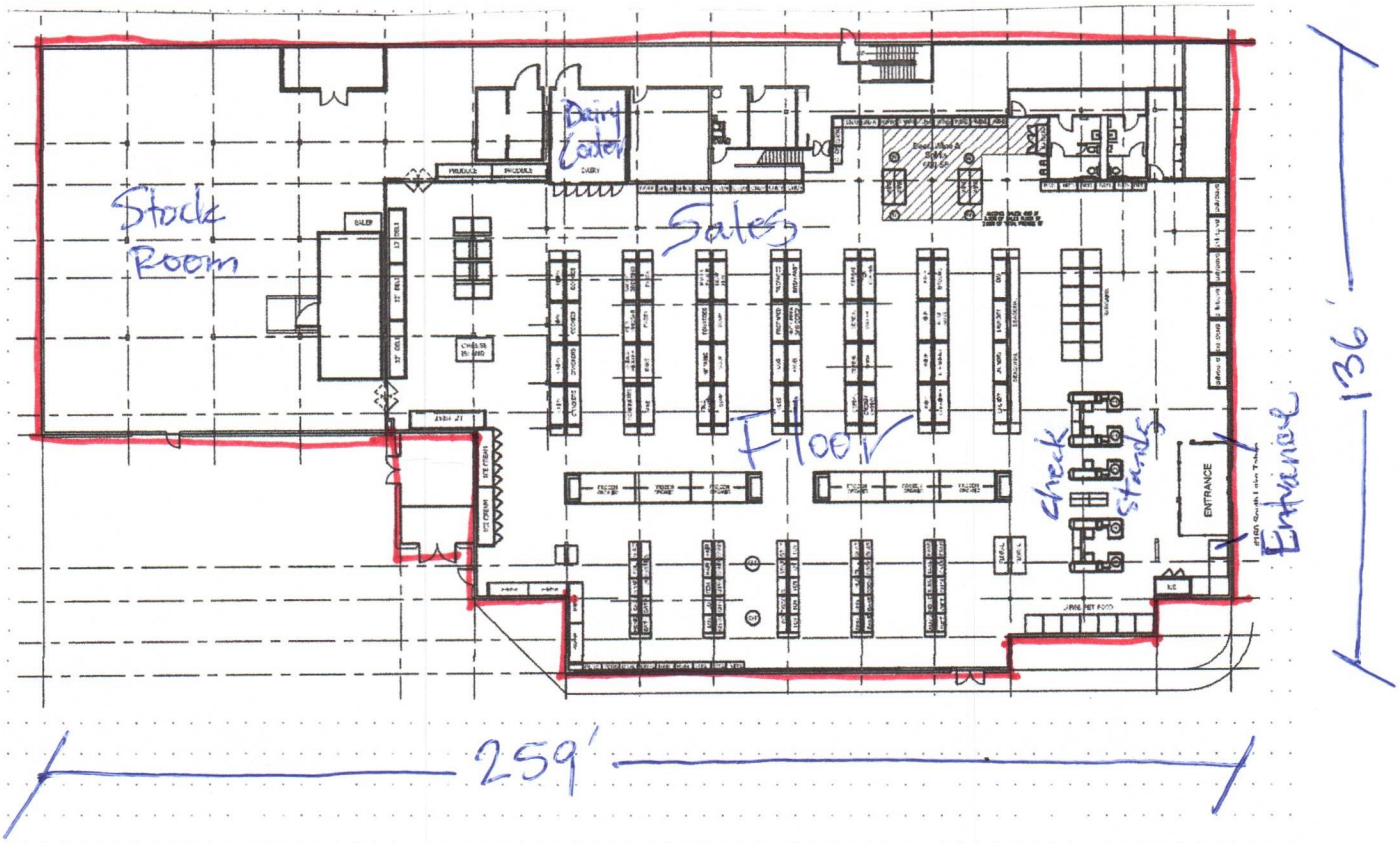
State of California
Gavin Newsom, Governor

LICENSED PREMISES DIAGRAM (RETAIL)

1. APPLICANT NAME (If individual: Last, first, middle)	2. LICENSE TYPE
Grocery Outlet Inc.	21
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**
2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150	Truckee Dr

The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, *including dimensions and identification of each room (i.e., "storeroom", "office", etc.).*

DIAGRAM



It is hereby declared that the above-described premises and character of premises, as indicated on the reverse side, will not be changed in accordance with Rule 64.2 of the California Code of Regulations without first notifying and securing approval of the Department of Alcoholic Beverage Control. Substantial changes to the premises may require an application fee in accordance with Section 24072 of the Business and Professions Code. I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT SIGNATURE (Only one signature required)	DATE SIGNED
Pamela B Pa	12.6.2021

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-257 (07/19)

Department of Alcoholic Beverage Control

PLANNED OPERATION (RETAIL)

SECTION I - FOR ALL RETAIL APPLICANTS

1. APPLICANT NAME(S) (If Individual: Last, First, Middle Initial): Grocery Outlet Inc.

2. LICENSE TYPE(S): 21

3. PREMISES ADDRESS (Street number and name, city, zip code): 2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

4. NEAREST CROSS STREET: Truckee Dr

5. TYPE OF BUSINESS (Choose one that best describes the planned operation)

- [ ] Full Service Restaurant
- [ ] Cafeteria/Hofbrau
- [ ] Cocktail Lounge
- [ ] Private Club
- [ ] Deli or Specialty Restaurant
- [ ] Comedy Club
- [ ] Night Club
- [ ] Veterans Club
- [ ] Cafe/Coffee Shop
- [ ] Brew Pub
- [ ] Tavern
- [ ] Fraternal Club
- [ ] Bed & Breakfast
- [ ] Theater
- [ ] Wine Tasting Room

- [x] Supermarket
- [ ] Membership Store
- [ ] Service Station
- [ ] Swap Meet/Flea Market
- [ ] Liquor Store
- [ ] Department Store
- [ ] Convenience Market
- [ ] Drive-in Dairy
- [ ] Variety/Drug Store
- [ ] Gift Shop/Florist
- [ ] Convenience Market w/Gasoline
- [ ] Other - describe:

6. PATRON CAPACITY

7. SURROUNDING AREA
- [x] Commercial
- [ ] Rural
- [x] Residential
- [ ] Industrial
- [ ] Other

8. PREMISES IS LOCATED IN
- [x] Free Standing Building
- [ ] Shopping Center (Name):
  - [ ] 10 Units or Less
  - [ ] More than 10 Units

9. FOOD SERVICE: [x] None [ ] Minimal [ ] Full Meals

10. PARKING LOT? [x] Yes [ ] No

11. PATIO? [ ] Yes [x] No

12. WILL YOU HIRE A MANAGER? (Rule 57.5) [ ] Yes [x] No

13. WILL YOU HAVE A FOOD LESSEE? (Rule 57.7) [ ] Yes [x] No

14. MEAL TYPE

N/A

- [ ] Dinner House
- [ ] Seafood
- [ ] Fast Food/Deli
- [ ] Other:
- [ ] Pizza/Pasta

15. TYPE OF FOOD

N/A

- [ ] American
- [ ] Greek
- [ ] Indian
- [ ] French
- [ ] Chinese
- [ ] Korean
- [ ] Italian
- [ ] Thai
- [ ] Japanese
- [ ] Other:

16. HOURS OF FOOD SERVICE

BREAKFAST HOURS From: N/A To:

LUNCH HOURS From: To:

DINNER HOURS From: To:

17. OPERATING HOURS

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Opening Time	6:00 am	6:00 am	6:00 am	6:00 am	6:00 am	6:00 am	6:00 am
Closing Time	11:00 pm	11:00 pm	11:00 pm	11:00 pm	11:00 pm	11:00 pm	11:00 pm

18. ENTERTAINMENT (One or more may apply. Please describe any entertainment with an asterick (*) below)

- [ ] None
- [ ] *Amplified Music
- [ ] Patron Dancing
- [ ] Card Room
- [ ] Recorded Music
- [ ] *Live Entertainment
- [ ] Bikini/Topless/Exotic
- [ ] Movies
- [ ] Juke Box
- [ ] *Floor/Stage Shows
- [ ] Pool/Billiard Tables
- [x] "Hot Spot"/Lottery
- [ ] *Other
- [ ] Karaoke
- [ ] *Amateur/Pro Sports Events
- [ ] Video/Coin-Operated Games

*Description:

19. PREMISES IS LOCATED ON
- [x] Major Thoroughfare
- [ ] Secondary Street
- [ ] Other

20. TYPE OF STRUCTURE
- [x] Single Story
- [ ] Two-Story
- [ ] Multi-Story - Number of stories:

21. PASS-THROUGH WINDOW? [ ] Yes [x] No

22. FIXED BARS? [ ] Yes - how many: [★] No

23. WHAT PERCENTAGE OF YOUR TOTAL SALES WILL BE ALCOHOLIC BEVERAGES? 6%

FOR ABC USE ONLY

24. INFORMATION GIVEN (R-27, R-107, Sec. 25612.5, Sec. 23790.5, etc.)

25. DATE ENTERED INTO CABIN

State of California

Department of Alcoholic Beverage Control

CERTIFICATION RE CHAPTER 15 TIED-HOUSE RESTRICTIONS

Instructions

- Type or print clearly in black or blue ink (do not use red).
- This form is to be completed by all applicants, retail and non- retail.
- This form is used to ensure compliance with tied-house laws, which generally prohibit or restrict vertical integration. These laws prohibit vertical integration of the three levels of the alcoholic beverage industry (manufacturer, wholesaler, and retailer). (Section 25500, et seq., Business & Professions Code.)

License Applicant Name (Item 1) -- Enter the name of the license applicant. For a limited partnership, limited liability company, or a corporation, the name of the entity.

License Type (Item 2) -- Enter the numeric designation for the applied-for license (e.g., Type 21) or a description (e.g., Off-Sale General).

Premises Address (Item 3) -- Enter the location of the proposed business.

Applicant Entity (Item 4) -- Check the box for the type of business ownership.

Certification (Items 5 & 6) -- Check the boxes that apply and explain ownerships, interests, gifts or loans.

Signature (Item 7) -- Any one signature for the certifying entity is sufficient (e.g., one general partner; one corporate officer; an LLC member, if member-run; the LLC manager, if manager-run; or LLC officer, if designated).

1. LICENSE APPLICANT NAME
Grocery Outlet Inc.

2. LICENSE TYPE
21

3. PREMISES ADDRESS *(Street number and name, city, zip code)*
2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

4. APPLICANT ENTITY
☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ■ CORPORATION

5. CERTIFICATION

Retail License Applicant

■ The above applicant, and/or any entity or person holding any direct or indirect ownership, management, or other interest in the applicant, and/or any entity or person in which the applicant holds any direct or indirect ownership, management, or other interest (including loans, loan guarantees and other indebtedness):

☐ does ■ does not hold any ownership or interest, directly or indirectly, in the business, property, license, or management of any alcoholic beverage producer, rectifier, importer, or wholesaler, in California or elsewhere.

Non-Retail License Applicant

☐ The above applicant, and/or any entity or person holding any direct or indirect ownership, management, or other interest in the applicant, and/or any entity or person in which the applicant holds any direct or indirect ownership, management, or other interest (including loans, loan guarantees and other indebtedness):

☐ does ☐ does not hold any ownership, directly or indirectly, in any retail license, or in the premises upon which such retail license is located, or in the furniture, fixtures or equipment in such business.

☐ is ☐ is not an agent or employee of a retail licensee.

☐ has ☐ has not furnished, given or loaned any money or other thing of value, directly or indirectly, to a retail licensee, or guaranteed the repayment of any loan or obligation owed by such retail licensee.

☐ does ☐ does not have an interest in the manufacture, importation, or distribution of distilled spirits products in California or elsewhere.

6. EXPLAIN DETAILS IF YOU CHECKED "IS", "DOES" OR "HAS" IN ITEM 5.

I have read all of the above information and certifications and declare under penalty of perjury they are true, correct, and complete.

7. PRINTED NAME OF PERSON SIGNING FORM	TITLE	SIGNATURE	DATE SIGNED
Pamela B. Burke	CAO/Secretary	X Pamela B. Burke	12.16.2021

ABC-140 (12/09)

State of California

Department of Alcoholic Beverage Control

LICENSE ACTION REQUEST

Read instructions on reverse before completing.

SECTION 1

1. LICENSEE'S NAME Grocery Outlet Inc.	2. LICENSE NUMBER 20-453883
3. DOING BUSINESS AS (DBA) Grocery Outlet	4. DISTRICT OFFICE Sacramento
5. PREMISES ADDRESS 2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150	6. LICENSE ATTACHED ☐ Yes ☑ No
7. MAILING ADDRESS 5650 Hollis St, Emeryville, CA 94608	

SECTION 2 — CANCELLATION

I voluntarily cancel my license because I am no longer in business. I understand my license cannot be reactivated or reinstated.

8. CANCELLATION EFFECTIVE

☐ Immediately ☐ Upon issuance of _____ ☐ Other: _____

9. LICENSEE'S SIGNATURE	10. HOME PHONE NUMBER	11. DATE BUSINESS CLOSED	12. DATE SIGNED
	( )		

SECTION 3 — SURRENDER - Rule 65

I voluntarily surrender my license for a period of not more than one year. I intend to ☑ Transfer ☐ Reactivate the license. I understand that (a) the license must be renewed at the time renewal fees are due or the license will be automatically canceled; (b) the Department will proceed to cancel my license after one year if not transferred or reactivated; and (c) I must report any change in my mailing address to the Department.

13. SURRENDER EFFECTIVE

☐ Immediately ☑ Upon issuance of 21 ☐ Surrender by Department ☐ Premises abandoned

14. LICENSEE'S SIGNATURE	15. HOME PHONE NUMBER	16. DATE BUSINESS CLOSED	17. DATE SIGNED
Pamela B Pl	(510) 704-2859	N/A	12-6-2021

SECTION 4 — SURRENDER OF PRIVILEGES FOR A SPECIAL EVENT

18. SPECIFIC ROOM OR AREA WHERE PRIVILEGES ARE TO BE SURRENDERED

19. DATE TO BE SURRENDERED	20. PERIOD OF SURRENDER (State starting and ending times) (type as X:XX xm) to	
21. LICENSEE'S SIGNATURE	22. HOME PHONE NUMBER ( )	23. DATE SIGNED

SECTION 5 — REQUEST FOR RETURN OF SURRENDERED LICENSE

I request the return of the surrendered license described above.

I declare under penalty of perjury that there has been no change in ownership of the licensed business, and the premises possess the same qualifications required for the original issuance of the license.

24. LICENSEE'S SIGNATURE	25. HOME PHONE NUMBER	26. DATE LICENSE NEEDED	27. DATE SIGNED
	( )		

ABC USE ONLY

☐ Letter attached requesting surrender, cancellation or return ☐ Accusation pending (Send copy of ABC-231 for cancellations to HQ H&L if accusation pending.)	DATE LICENSE MAILED BY HEADQUARTERS OR RETURNED BY DISTRICT OFFICE

Distribution:

Section 2: Original to HQ Lic; copy to District file
Section 4: Original to District file
Section 3: Original to HQ Lic; copy to District file; copy to suspense file
Section 5: Original + 1 copy to HQ Lic; copy to District file

ABC-231 (4/99)

Department of Alcoholic Beverage Control

State of California
Edmund G. Brown Jr., Governor

INFORMATION AND INSTRUCTIONS - SECTION 23958.4 B&P

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
- Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME: Grocery Outlet Inc (geo code: 902)

2. PREMISES ADDRESS (Street number and name, city, zip code): 2329 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

3. LICENSE TYPE: 21

4. TYPE OF BUSINESS

Full Service Restaurant	Hofbrau/Cafeteria	Cocktail Lounge	Private Club
Deli or Specialty Restaurant	Comedy Club	Night Club	Veterans Club
Cafe/Coffee Shop	Brew Pub	Tavern: Beer	Fraternal Club
Bed & Breakfast:	Theater	Tavern: Beer & Wine	Wine Tasting Room
Wine only / All			
✓ Supermarket	Membership Store	Service Station	Swap Meet/Flea Market
Liquor Store	Department Store	Convenience Market	Drive-in Dairy
Drug/Variety Store	Florist/Gift Shop	Convenience Market w/Gasoline	
Other - describe:			

5. COUNTY POPULATION: 190,362

6. TOTAL NUMBER OF LICENSES IN COUNTY: ✓ On-Sale ✓ Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY: 1:1177 On-Sale ✓ Off-Sale

8. CENSUS TRACT NUMBER: 304.02

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT: 1 On-Sale ✓ Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT: 19 On-Sale ✓ Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

✓ Yes, the number of existing licenses exceeds the number allowed

No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS? El Dorado County

Yes (Go to Item #13) ✓ No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER: Ø

14. TOTAL NUMBER OF REPORTING DISTRICTS: Ø

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS: Ø

16. AVERAGE NO. OF OFFENSES PER DISTRICT: Ø

17. 120% OF AVERAGE NUMBER OF OFFENSES: Ø

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT: Ø

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17 N/A

No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

a. If "*No*" is checked in both item #11 *and* item #19, *Section 23958.4 B&P does not apply* to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

b. If "*Yes*" is checked in either item #11 *or* item #19, *and* the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjuction with a beer manufacturer's license, or winegrower's license, advise the *applicant to complete Section 2* and bring the completed form to ABC when filing the application or as soon as possible thereafter.

✓ c. If "*Yes*" is checked in either item #11 *or* item #19, *and* the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the *applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3*. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name: City of So Lake Tahoe

El Dorado County Planning Dept.
2850 Fairlane Crt
Placerville, CA 95667

~~AND~~
EL DORADO COUNTY SHERIFF'S DEPT.
300 FAIR LN DR
PLACERVILLE, CA

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee): CMP

AB C-245 (rev. 01-11)

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documention, if desired. Do *not* proceed to Part 3.

22. APPLICANT SIGNATURE

23. DATE SIGNED

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance.
Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

__ Yes __ No __ See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

Resolution 2022-XX

Adopted by the City of South Lake Tahoe City Council

April 5, 2022

Approving Issuance of a Letter of Public Convenience or Necessity (PCN) to the California Department of Alcoholic Beverage Control (ACB) for the Issuance of a Type 21 License for the Premises at 2358 Lake Tahoe Boulevard (Grocery Outlet Inc.), APNs 031-020-030, -036 and -041

BACKGROUND

A. Pursuant to applicable provisions of the Business and Professions Code, the Department of Alcoholic Beverage Control (hereinafter "ABC") is charged with the responsibility of reviewing applications and issuance of licenses for the sale and /or manufacture of alcoholic beverages in the State of California.

B. Section 23958 of the Business and Professions Code provides that ABC shall deny an application for a license if issuance of that license would tend to create law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, excepted as provided in Section 23958.4 of said Business and Professions Code.

C. Section 23958.4 of the Business and Professions Code provides that, notwithstanding the limitations of Section 23958, ABC shall issue a license if the applicant shows that "public convenience or necessity" would be served by the issuance of such license.

D. Section 23958.4 further provides that the determination of "public convenience or necessity" shall be made by ABC with regard to certain applications and shall be made by the local governing body of the area in which the applicant premises are located with regard to certain other applications.

E. As a local governing body within the meaning of said Section 23958.4 of the Business and Profession Code, the City Council of South Lake Tahoe (hereinafter the "City Council") has the discretion to determine when the public convenience or necessity would be served by allowing an alcohol license in an area where there is an undue concentration of licenses.

F. Under state law Section 23790 of the Business and Professions Code, ABC may not issue an alcohol license if it violates an existing zoning ordinance.

G. The subject site is zoned mixed use and is in a designated town center which allows general merchandise use by right.

H. Eric J. Lindberg, President, and Pamela B. Burke, Secretary of Grocery Outlet Inc., has applied for a Type 21 Off-Sale General license that authorizes the sale of beer, wine, and distilled spirits for consumption off the premises where sold.

I. Grocery Outlet Inc. currently operates under a Type 20 Off-Sale license that authorizes the sale of beer and wine for consumption off the premise where sold. The Type 20 Off-Sale license shall be surrender upon issuance of a Type 21 Off-Sale license.

J. The City has determined that the issuance of a of PCN is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3). Section 15061(b)(3) is a general rule exempted applying to projects that have no possibility of having a significant impact on the environment. The determination that the public convenience or necessity would be served by the issuance of a Type 31 ABC license would not cause environmental impacts as there is no direct physical effect.

K. The City of South Lake Tahoe has prepared a Letter of Public Convenience or Necessity provide as Exhibit A attached hereto.

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

1. Finds that the public convenience or necessity would be served by the proposed retail sale of beer, wine and distilled spirits at Grocery Outlet Inc., 2358 Lake Tahoe Boulevard, APNs 031-020-030, -036 and -041.
2. Authorizes and directs the Planning Manager to issue the Letter of Public Convenience or Necessity attached hereto as Exhibit A.

Adopted by the City of South Lake Tahoe Planning Commission at a meeting on April 5, 2022, by the following vote:

Yes
No
Absent
Abstain

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

CITY OF
SOUTH LAKE TAHOE

April 5, 2022

State Department of Alcoholic Beverage Control
2400 Del Paso Road, Suite 155
Sacramento CA, 95834

Subject: Letter of Public Convenience or Necessity for Grocery Outlet, Inc., located at 2358 Lake Tahoe Blvd., South Lake Tahoe, CA 96150

Attention:

This letter is regarding the Grocery Outlet, Inc. application for a Type 21 Off Sale General License to sell liquor at 2358 Lake Tahoe Blvd. The California Department of Alcoholic Beverage Control (ABC), under state statute, must review and issue licenses for the sale and/or manufacture of alcoholic beverages. State law provides that ABC shall deny an application for a license if the issuance of that license would either create a law enforcement problem or result in or add to an undue concentration of licenses unless a determination is made that public convenience or necessity would be served by the issuance of that license.

Pursuant to Section 23958.4 of the California Business and Professions Code, the City of South Lake Tahoe City Council must issue a letter of Public Convenience or Necessity (PCN) for ABC to grant Grocery Outlet, Inc. a Type 21 off-sale license due to “undue concentration” in census tract 304.02. The census tract is allowed 7 off-sale licenses, while 8 have been issued. ABC requires the City of South Lake Tahoe to make a finding of public convenience or necessity before a new alcohol license may be issued in census tract 304.02.

Grocery Outlet, Inc. at 2358 Lake Tahoe Blvd. currently has a Type 20 off sale license that will be surrendered upon issuance of the Type 21 off sale license, as to not exacerbate the undue concentration.

If you have any questions or concerns, please contact Anna Kashuba, Assistant Planner, at (530) 542-7405 or akashuba@cityofslt.us.

Sincerely,

John Hitchcock
Planning Manager

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN in accordance with California Code of Regulations, Title 4, Chapter 1, Rule 61.4.

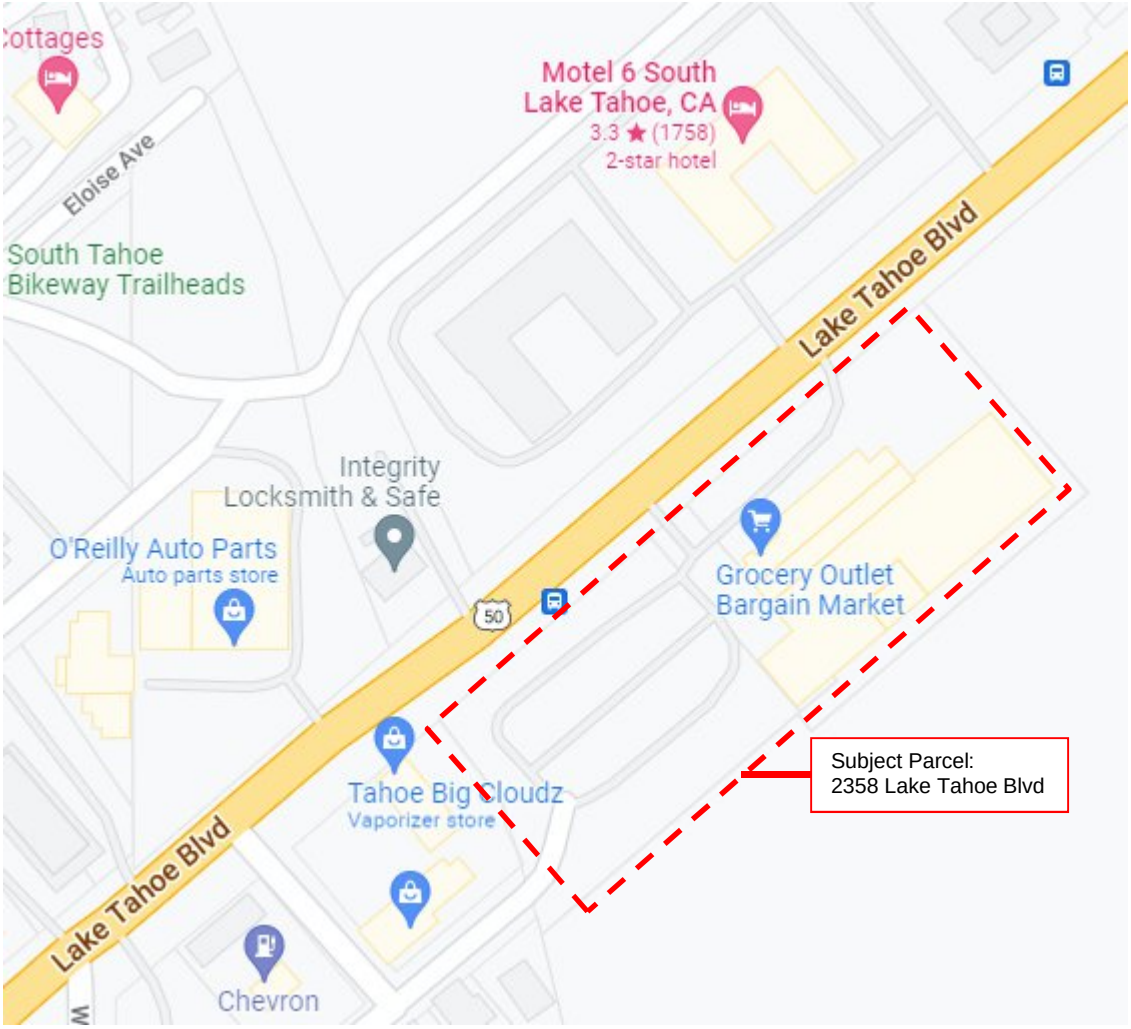
A motion to pass a resolution to grant a Letter of Public Convenience or Necessity to Grocerey Outlet, Inc. located at 2358 Lake Tahoe Blvd. will be consiered by the City Council on **April 5, 2022 at 9:00 a.m.,** in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following

ABC - Public Convenience or Necessity - Grocery Outlet, Inc.

Summary: Under State law, the issuance of a new alcohol retail license is prohibited in any area that has an undue concentration of alcohol outlets or high crime unless a determination is made that the license would serve public convenience or necessity. (Cal. Bus. & Prof. Code § 23958.4). The determination of "public convenience or necessity" is either made by the Department of Alcoholic Beverage Control (ABC), or by a local governing body, depending on the license type.

Where the ABC license type necessitates a determination of public convenience or necessity by the local governing body, the local governing body must issue a letter to ABC stating that it has made the finding of public convenience or necessity for ABC to issue a new alcohol retail license. (Anna Kashuba, akashuba@cityofslt.us).

All interested persons are invited to attend and speak on the projects or may write their comments to the City Planning Division. Pursuant to Government Code Section 65009(b)(2), if you challenge the application in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Planning Division at, or prior to, the Public Hearing. Any written correspondences should be directed to the South Lake Tahoe Development Services Department, 1052 Tata Lane, South Lake Tahoe, CA 96150. Staff reports will be available three days prior to the hearing and can be downloaded from the City of South Lake Tahoe website (https://www.cityofslt.us/84/Watch-City-CouncilCommission-Meetings). For any questions, please contact the Planning Division at (530) 542-6010 or the staff planner listed above.


Cottages
Motel 6 South
Lake Tahoe, CA
3.3 ★ (1758)
2-star hotel
Eloise Ave
South Tahoe
Bikeway Trailheads
Lake Tahoe Blvd
Integrity
Locksmith & Safe
O'Reilly Auto Parts
Auto parts store
50
Grocery Outlet
Bargain Market
Subject Parcel:
2358 Lake Tahoe Blvd
Tahoe Big Cloudz
Vaporizer store
Lake Tahoe Blvd
Chevron

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 12

Agenda Item: Ski Run Business Improvement District Annual Assessment

Executive Summary: The City Council must hold a public hearing and shall consider all protests from business owners within the Ski Run Business Improvement District, received either in writing and submitted to the City Clerk prior to the Public Hearing or presented orally at the Public Hearing. If a majority of businesses (based on their BID assessment) do not provide written protests, the Council may adopt a new Resolution confirming the report as originally filed or as changed. This will allow the Finance department to include the BID assessments with the annual business license renewal billing beginning in May for the 2022/2023 business tax year.

Requested Action / Suggested Motions: Pass a Resolution confirming the Ski Run Business Improvement District annual report and levying the assessment for business license year 2022/2023.
Responsible Staff Member: Ben Hannah, Accountant II

Responsible Staff Member: Ben Hannah, Accountant II (530) 542-6079

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

Attachments:

01-Staff Report - Ski Run BID.docx
02-Resolution - Ski Run BID.docx
03-BID Board Report to City (Exh. A to Reso.)
04-SRBID 2022-2023 Budget Proposal.pdf
05-SRBID 2022-2023 Budget Proposal_Prior Year vs Proposed.pdf
06-SRBID 2022-2023 Budget Proposal_Includes Measure S Recreation.pdf
07-Tribune Notice Copy 03.04.2022.pdf
08-SRBID Members 2022.xls
09-Resolution 2002-71 SRBID Formation.pdf

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

Meeting Date: April 5, 2022

Title: Ski Run Business Improvement District to Levy Assessment for Business License Year 2022/2023

Location: Ski Run Blvd

Responsible Staff Member: Ben Hannah, Accountant II (530) 542-6079

Background: On November 19, 2002, City Council formed the Ski Run Business Improvement District (SRBID) by adopting Resolution No. 2002-71. The Ski Run BID was formed under the Parking and Business Improvement Area Law of 1989, which is codified at California Streets & Highways Code 36500-36551. This Staff Report has been composed in accordance with Streets & Highways Code 36533 to satisfy the annual requirements for the Ski Run BID.

Issue and Discussion: This item completes the second step of the two step process listed below as required by Streets & Highways Code section 36535. Step 1, required by Streets & Highways Code sections 36533-36534, was completed on March 1st, 2022 and a public hearing was scheduled for April 5th, 2022.

Step 1: Every year the Ski Run BID Advisory Board is required to submit an Annual Report and proposed budget for approval to the City Council (City Ordinance No. 927, Section 2.9). The Council then adopts a "Resolution of Intention", which indicates the Council's intention to levy an assessment to the BID members and sets a time and place of a future Public Hearing whereby members of the BID can provide written protests on the content of the Report for the upcoming fiscal year.

Step 2: The City Council must hold a public hearing and shall consider all protests from business owners within the Ski Run Business Improvement District, received either in writing and submitted to the City Clerk prior to the Public Hearing or presented orally at the Public Hearing. If a majority of businesses (based on their BID assessment) do not provide written protests, the Council may adopt a new Resolution confirming the report as originally filed or as changed. This will allow the Finance department to include the BID assessments with the annual business license renewal billing beginning in May for the 2022/2023 business tax year.

Annual Assessments:

1. There are no changes to the boundaries or areas of benefit in the area.
2. The method of assessment for 2022/2023 remains the same as in previous years and is as follows:
   a. 25% of the annual Business and Professions Tax and, if applicable

b. $2.00 per lineal foot of property frontage on Ski Run Blvd, if the property is owned by a business license holder.

Revenues: The Ski Run BID receives operating revenues from the annual assessments estimated to be $11,700 for business license year 2022/2023 which equals the projection for the previous year 2021/2022. Actual business license year 2021/2022 revenues were nearly equal to projections. The projections assume that the effects of the Covid-19 pandemic as well as the Caldor fire will continue to limit growth in the coming year.

Expenses: BID assessments will continue to be used for the allowable expenses of landscape maintenance which includes lawn care, water, and electricity. The City Public Works Department performs lawn care maintenance for six months beginning May 1st and ending October 31st. Activities include sprinkler repair, aerating, fertilizing, mowing, clean-up, and debris removal. Historically, the assessments have not been adequate to fully cover these costs, which would be the case for year 2022/2023 as well.

The proposed budget is based on last year's actual revenues and expenses. It reflects a projected shortfall of $13,900 compared to $12,400 in the prior year not including the previously approved General Fund subsidy.

Financial Implications: The proposed 2022/2023 Ski Run Landscaping (fund 280) Funding Plan is attached and will be brought back for adoption as part of the fiscal year 2022/2023 City budget. The plan includes the BID assessment funded portion for landscaping and maintenance and the City General fund portion from the Parks Department for landscaping and maintenance. For fiscal year 2022/2023, staff recommends budgeting $13,900 to be transferred in from the General Fund in order to reflect a true cost and achieve a balanced budget for the Ski Run Business Improvement District.

The continued use of VueWorks by Public Works staff to segregate actual maintenance costs has led to a more accurate picture for cost recovery. Staff recommends that an evaluation be performed when the Covid-19 pandemic has run its course and business has returned to normal to determine a course of action toward total cost recovery from businesses within the district.

Environmental Considerations: None

Policy Implications: None

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

April 5, 2022

Confirming the Ski Run Business Improvement District Annual Report and Levying the Assessment Referred to in the Report for Business License Year 2022-2023

BACKGROUND

A. On March 1, 2022 the South Lake Tahoe City Council adopted a resolution of Intent to Levy assessments within the Ski Run Business Improvement District as required by California Streets & Highways code sections 36533-36534.

B. On April 5, 2022, the City Council held a public hearing as required by California Streets & Highways code section 36525 where they considered evidence and testimony submitted at that public hearing.

C. The City Council did not receive written or oral protests against the levy of assessments submitted by payers of more than fifty percent (50%) of the total assessments of the entire district. Therefore, the City Council has determined that action is necessary and appropriate to ensure continuation of the district.

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

1. Finds that the recitals set forth herein are true and correct.

2. Confirms the report submitted by the Ski Run BID advisory board as originally filed. A true and correct copy of that report is attached hereto as Exhibit A.

3. Adopts the 2022-2023 budget submitted by the Ski Run BID Advisory Board as originally filed on March 1, 2022

4. Declares that the adoption of this resolution shall constitute the levy of the Ski Run BID assessments at the rates specified in the report for the fiscal year specified in the report.
5. Declares that this Resolution is effective on its adoption.

Adopted by the City of South Lake Tahoe City Council on April 5, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

February 10, 2022

Ben Hannah
Accountant II
City of South Lake Tahoe

Subject: 2022 Ski Run BID Board Report

Dear Mr. Hannah

Update and Report on Accomplishments
Ski Run Business Improvement District (BID) members weathered another unprecedented pandemic year along with the rest of our south shore community and businesses along the Sierra Nevada. This led to many cancelled events, a few that persevered, and many that we are excited for in 2022.

Farmers Market Returns!
The Friday Ski Run Farmers Market returned in 2021 under the new management of Bridjet Orr. We could not have been more happy with how Bridjet ran the Farmers Market, the selection of vendors and the overall life she brought to Ski Run. It was also just encouraging to see how the farmers market could change management and still keep moving on successfully.

Ski Run Longest Table
This year's longest table event was sadly cancelled three times due to the Caldor Fire and snow. We look forward to coming back even bigger and better in 2022. This event will use the event area that the Farmers Market is in. Each year it hopes to get a little longer until one day a table full of South Lake Tahoe residents spans the length of Ski Run. Each year 100% of the proceeds will go to a local non-profit. For 2022, all proceeds will go to Ski Run Park.

Ski Run Park
The old vacant parcel at 1195 Ski Run, formerly owned by Safeway, is on its way to becoming a community park! Local residents purchased the parcel and are in the process of building a community park that will appeal to all ages. The park will eventually be donated to the City of South Lake Tahoe. Construction will hopefully begin in May 2022 and be completed before the end of the year. It is our hope that this project will become a model to be used on other vacant parcels in the City of South Lake Tahoe.

Regards,

Jeff Cowen, Board President
Chris McNamara, Board Vice President

Ski Run Business Improvement District

BID Projected Budget FY 2022/2023			
FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT			
BID Operating Revenue			
BID Assessment		$	11,700
	Total Revenue	$	11,700
BID Operating Expenses			
Water/Sewer Utilities		$	7,000
Landscaping		$	16,500
Electricity for Timers		$	2,100
	Total Expenses	$	25,600
BID Net Operating Revenue (Expense)		$	(13,900)
Other Revenue Funding Sources			
General Fund Subsidy		$	13,900
Ski Run BID Fund Balance		$	-
Net Budgeted Revenue/(Expense) **		$	-

Total General Fund Subsidy $13,900

Provided for reference only. The above budget will be brought back for adoption as part of the fiscal year 2022/2023 City budget.

Ski Run Landscaping and Bike Trail Maintenance Funding Plan

2021/2022 Adopted Budget and 2022/2023 Projected Budget

Administered and Accounted for by City

BID Adopted Budget FY 2021/2022

FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT		
BID Operating Revenue		
BID Assessment	$	11,700
Total Revenue	$	11,700
BID Operating Expenses		
Water/Sewer Utilities	$	7,000
Landscaping	$	15,000
Electricity for Timers	$	2,100
Total Expenses	$	24,100
BID Net Operating Revenue (Expense)	$	(12,400)
Other Revenue Funding Sources		
General Fund Subsidy	$	12,400
Ski Run BID Fund Balance	$	-
Net Budgeted Revenue/(Expense)	$	-

Total General Fund Subsidy $12,400

Provided for reference only.

BID Projected Budget FY 2022/2023

FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT		
BID Operating Revenue		
BID Assessment	$	11,700
Total Revenue	$	11,700
BID Operating Expenses		
Water/Sewer Utilities	$	7,000
Landscaping	$	16,500
Electricity for Timers	$	2,100
Total Expenses	$	25,600
BID Net Operating Revenue (Expense)	$	(13,900)
Other Revenue Funding Sources		
General Fund Subsidy	$	13,900
Ski Run BID Fund Balance	$	-
Net Budgeted Revenue/(Expense)	$	-

Total General Fund Subsidy $13,900

Provided for reference only. The above budget will be brought back for adoption as part of the fiscal year 2022/2023 City budget.

BID Projected Budget FY 2022-2023

FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT			
BID Operating Revenue			
BID Assessment			
	Total Revenue	$	11,700
BID Operating Expenses			
Landscaping		$	16,500
Water/Sewer Utilities		$	7,000
Electricity for Timers		$	2,100
	Total Expenses	$	25,600
BID Net Operating Revenue (Expense)		$	(13,900)
Other Revenue Funding Sources			
General Fund Subsidy		$	13,900
Ski Run BID Fund Balance		$	-
Net Budgeted Revenue/(Expense)		$	-

FUND 281 - MEASURE S RECREATION SKI RUN BIKE TRAIL			
Measure S Operating Revenue			
STAR Ballot Measure (Fund 281)		$	10,000
	Total Revenue	$	10,000
Measure S Operating Expenses			
Employee Compensation		$	1,130
Technical Services		$	4,800
Snow Removal		$	8,800
Sand and Snow Poles		$	8,625
Electricity for Lights		$	5,800
	Total Expenses	$	29,155
Measure S Net Operating Revenue/(Expenses)		$	(19,155)

Total General Fund Subsidy $13,900

Provided for reference only.
Note: Fund 281 Deficit is covered by prior year fund balance.

Column

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Tahoe Daily Tribune** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(530) 541-3880**.

Notice ID: mbvh8iwuGTLg0DLIYWoE | **Proof Updated: Mar. 01, 2022 at 03:31pm PST**
Notice Name: 4CD01 Notice of Intention - Ski Run BID | Publisher ID: 203514

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
CITY OF SOUTH LAKE TAHOE CITY CLERK sblankenship@cityofslt.us (530) 542-6005	Tahoe Daily Tribune

Columns Wide: 3

Ad Class: Legals

03/04/2022: Other Notice	447.26
Affidavit flat charge	4.00
Internet Flat Fee Charge	40.00

Subtotal	$491.26
Tax %	0.00
Total	**$491.26**

Resolution 2022-024

Adopted by the City of South Lake Tahoe City Council

March 1, 2022

Declaring its Intention to Levy an Annual Assessment for the 2022-2023 Fiscal Year Upon the Ski Run Business Improvement District

BACKGROUND

A. California Streets and Highways Code Section 36500 et seq, authorizes cities to establish parking and business improvements areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business, and enhance the business district.

B. City Council established such an area known as the Ski Run Business Improvement District, which is located on Ski Run Blvd between Lake Tahoe Blvd and Pioneer Trail.

C. The annual process for levying assessments in business improvement districts requires that cities adopt a Resolution of Intent that declares their intent to levy such an assessment and set a date for a public hearing where interested parties may be heard on the issue.

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

1. Finds that the recitals set forth herein are true and correct.
2. Approves for consideration the Ski Run Business Improvement Annual Report for the year 2022, which is attached hereto and incorporated herein by reference.
3. Declares that there are no changes to the boundaries of the "Ski Run Business Improvement District" (the "District") as approved by the City of South Lake Tahoe City Council Ordinance 927. The boundaries of the District remain as set forth in the Map and boundary descriptions included in Exhibit A of Ordinance 927. A true and correct copy of the map is on file with the City Clerk of the City of South Lake Tahoe.
4. Declares that the types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District have not changed. The types of improvements and activities are generally described as landscape maintenance, and are delineated in the Annual Report, attached hereto and incorporated herein by reference. A true and correct copy of the Annual Report is on file with the City Clerk of the City of South Lake Tahoe.
5. Intends to levy and collect an annual assessment for 2022/2023 fiscal year on businesses in the District, except where funds are otherwise available, to pay for all improvements and activities of the District, as set forth in the Annual Report, which is attached hereto and incorporated herein by reference.
6. Directs that all funds of the District shall be expended on improvements and activities within the District.
7. Declares that the method and the basis for levying the assessments on all the businesses within the District are set forth in the Annual Report and attached hereto and incorporated herein by reference.
8. Declares that new businesses shall not be exempt from assessment.
9. Sets a public hearing, consistent with California Streets and Highways Code sections 36524 and 36525, to levy the proposed assessment for 2022/2023 fiscal year for April 5, 2022 at 9:00 a.m. before the City Council of the City of South Lake Tahoe at the Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, California.
10. Declares that at the public hearing, the testimony of all interested persons, for or against the levy of the proposed assessment for 2022/2023 fiscal year, the boundaries of the District, the area of benefit within the District and the assessments to be levied, will be heard.
11. Declares that a protest against the levy of the proposed assessment for 2022/2023 fiscal year or any aspect of it may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the levy of the proposed assessment for 2022/2023 fiscal year, a protest must be in writing. A written protest may be withdrawn from writing at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and the business' address, the City business license tax registration number, name of protester, signature of protester, date of protest and the reason(s) the protester is against the levying of the District assessment. If the person signing the protest is not shown on the official records of the City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or evidence of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made. Written protests shall be filed with the City Clerk, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150, at or before the time fixed for the hearing.
12. Declares that if at the conclusion of the public hearing, there are of record, written protests by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to levy the proposed assessment for 2022/2023 fiscal year shall occur. New proceedings to levy an assessment shall not be undertaken again for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council. If the majority of written protests are only as to an improvement or activity proposed, then that type of improvement or activity shall not be included in the levy of the proposed assessment for 2022/2023 fiscal year within the District.
13. States that further information regarding the Ski Run Business Improvement District may be obtained from the City Clerk of the City of South Lake Tahoe at 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150.
14. Directs the City Clerk to provide notice of public hearing as follows:
    a. Publish this Resolution of Intention in a newspaper of general circulation in the

City of South Lake Tahoe once, at least (7) days before the hearing.

b. Mail a complete copy of this Resolution of Intention to each and every business owner in the District within seven (7) days of the adoption of this Resolution by the City Council.

15. Declares that this Resolution is effective on its adoption.

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

Yes: Bass, Creegan, Friedrich and Middlebrook
Absent: Wallace

//dm//
Devin Middlebrook, Mayor
Attest:

Date: 3/1/2022_____

//sb//
Susan Blankenship, City Clerk

Published: March 4, 2022

Bus IDr	Business Name	Owner Name	Stat
010253	A NEW DAY HAIR AND NAILS WELLNESS	RODRIGUEZ ERIKA	A
010253		RODRIGUEZ ERIKA	P
320168	ALVARADO RENTAL-1213 SKI RUN B	GABRIEL ALVARADO	P
312615	BART'S TAHOE APTS	VERNICE ZANCO	P
010254	BEAUTY BY BRI	RAY BRIANA IRINE	P
010254		RAY BRIANA IRINE	A
004542	BIOSKIN	TOMER TRISH	P
004553	BIOSPIRIT DAY SPA	TERESA BERTRAND	P
012459		MICKALA HOYT CORPORATION	A
009445	BLACK BEAR LODGE LAKE TAHOE LLC	BLACK BEAR LODGE LAKE TAHOE LLC	P
010289	BLESSED HANDS BARBERSHOP	GIANQUENTO JOEY	P
316897	CAFE FIORE	NICK ASHMORE	P
009368	CHRISTINA LANE COSMETOLOGY	LANE CHRISTINA	P
320431	CLAY, V DAVIS - MASSAGE THERAP	V DAVIS CLAY	P
011069	CUTLOOSE HAIR SALON	WALLACE JON	P
010256	DEERFIELD LODGE AT HEAVENLY	OAKLEY INVESTMENTS LLC	P
011185	DYANI INK	GIANQUENTO DYANI	P
003190	ELITE EVALUATIONS MEDICAL GROUP	ELITE EVALUATIONS MEDICAL GROUP	P
010160	FOREST INVESTMENTS LLC	FOREST INVESTMENTS LLC	P
011748	FREE BIRD CHAI LLC	FREE BIRD CHAI LLC	P
315591	GOODFELLA'S PIZZA	MCCARTHY ENTERPRISES LLC	P
009988	GREATER SIERRA INSURANCE SERVICES	CORTES INSURANCE AGENCY INC	P
319198	HIGH SIERRA DENTAL CARE	MIREYA ORTEGA	P
012165	HORIZON TAHOE HOLDINGS LLC	HORIZON TAHOE HOLDINGS LLC	P
208074	HUGGINS RENTALS	DONALD C HUGGINS	P
011604	LA BARBERIA BARBER-SALON SERVICES	MARTINEZ JOSE DE JESUS	P
003986	LAKE TAHOE COMPUTERS LLC	LAKE TAHOE COMPUTERS LLC	P
010629	LAS AMIGAS	ROMERO RAMONA R	P
212056	LAUB & LAUB, LAW OFFICES OF	JOE LAUB	P
311854	LONDON, LORI G. - ATTORNEY	LONDON, LORI G. - ATTORNEY	P
003296	MCCARTHY BUILDING THE	EDWARD J MCCARTHY TRUST OF 1993	P
008375	MICHAEL L DUPREE CPA	DUPREE MICHAEL L	P
009331	NOVUS SELECT	NOVUS SELECT	P
008859	OGL SERVICES LLC	OGL SERVICES LLC	P
011100	OLYMPIC BOOTWORKS	EDWIN EUGENE BROWN II	A
011100		EDWIN EUGENE BROWN II	A
003032	PARK APTS - 1177 SKI RUN BLVD	PARK JOHN R	P
003033	PARK APTS - 1181 SKI RUN BLVD	PARK JOHN R	P
003509	POWDER HOUSE EXPRESS	POWDER HOUSE CORPORATION	P
003605	RED HUT COMPANY, LLC	GARDNER RICHARD K	P
003633		GARDNER, RICHARD K	P
220277	RGG ENTERPRISES LLLP	RGG ENTERPRISES LLLP	P
012207	RIP N WILLIES	RIP N WILLIES	P

003988	ROCK HOUSE DISCOUNT SKI RENTALS	ROCK HOUSE RENTALS LLC	P
002536	RUMBLE COMMERCIAL RENTAL	RUMBLE RONALD ALAN TR ETAL	P
011382	SHANGRILA HIMALAYAN KITCHEN	BAL AND RYAN INC	P
011127	SIERRA TAHOE DENTAL	RUTNER PROFESSIONAL CORPORATION	P
009111	SKI RUN COIN LAUNDRY	INFINITE LIBERTY INC	P
012018	SKI RUN FARMERS MARKET	ORR BRIDJET	P
318659	SKI RUN MANAGEMENT	THOMAS D'LOUHY	P
313171	SOUTH LAKE TAHOE REALTORS	WARD ROBERT	P
012142	TAHOE BEAR TEA HOUSE	TEA BEVERAGE TRADING LLC	P
011077	TAHOE BY DESIGN	STEELE BRYAN	P
002006	TAHOE FOREST APTS LLC	TAHOE FOREST APTS LLC	P
011863	TAHOE GRAZING CO	THATCHER CAROLINE	A
011883	TEST WELL LLC	TEST WELL LLC	A
010738	THAI ON SKI RUN	ON SKI RUN LLC	P
011342	THE ALDER INN	CONSOLIDATED SILVER LLC	P
011340	THE FOREST	FOREST INVESTMENTS LLC	P
005855	THE SKI RENTER	SKI RENTER INC	P
011291	THIRD MAN TAPHOUSE	THIRD MAN RESTAURANTS LLC	P
011545	YUGEN CUISINE	MARTINEZ MICHELLE	P

Address Line 1
1169 SKI RUN BLVD # 1
1169 SKI RUN BLVD # 1
1213 SKI RUN BLVD
1224 SKI RUN BLVD
1169 SKI RUN BLVD # 1
1169 SKI RUN BLVD # 1
1116 SKI RUN BLVD STE 3
1116 SKI RUN BLVD STE 3
1116 SKI RUN BLVD
1202 SKI RUN BLVD
1156 SKI RUN BLVD
1169 SKI RUN BLVD
3668 LAKE TAHOE BLVD # D
1116 SKI RUN BLVD
3668 LAKE TAHOE BLVD # D
1200 SKI RUN BLVD
1156 SKI RUN BLVD
2311 LAKE TAHOE BLVD # 6
1060 SKI RUN BLVD
3668 LAKE TAHOE BLVD
3668 LAKE TAHOE BLVD # C
1233 SKI RUN BLVD
1060 SKI RUN BLVD FLOOR 100
1233 SKI RUN BLVD
1106 SKI RUN BLVD
1169 SKI RUN BLVD #2
1169 SKI RUN BLVD # A
1232 SKI RUN BLVD # 36
1148 SKI RUN BLVD
1169 SKI RUN BLVD
1156 SKI RUN BLVD
3668 LAKE TAHOE BLVD SUITE E
1111 SKI RUN BLVD
1048 SKI RUN BLVD
1235 SKI RUN
1235 SKI RUN
1177 SKI RUN BLVD
1181 SKI RUN BLVD
3668 LAKE TAHOE BLVD # L
3660 LAKE TAHOE BLVD # A
3660 LAKE TAHOE BLVD # A
3668 LAKE TAHOE BLVD
1144 SKI RUN BLVD

1098 SKI RUN BLVD
1133 SKI RUN BLVD
1142 SKI RUN BLVD
1116 SKI RUN BLVD
3668 LAKE TAHOE BLVD # H
1132 SKI RUN BLVD
1144 SKI RUN BLVD
1235 SKI RUN BLVD #1
3668 LAKE TAHOE BLVD # G
1169 SKI RUN BLVD
1232 SKI RUN BLVD
1169 SKI RUN BLVD
1233 SKI RUN BLVD
1169 SKI RUN BLVD
1072 SKI RUN BLVD
1060 SKI RUN BLVD
1093 SKI RUN BLVD
3668 LAKE TAHOE BLVD # A
1132 SKI RUN BLVD

Resolution No. 2002-71

A RESOLUTION OF THE SOUTH LAKE TAHOE CITY COUNCIL DECLARING ITS INTENTION TO ESTABLISH THE SKI RUN BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the California Streets and Highways Code Section 36500 et seq, authorizes cities to establish parking and business improvements areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business, and enhance the business district, and

WHEREAS, the Ski Run Property Owners Association ("SRPOA") has requested the South Lake Tahoe City Council to consider establishing such an improvement district.

NOW, THEREFORE, the City Council of the City of South Lake Tahoe does hereby resolve, determine and find as follows:

1. The recitals set forth herein are true and correct.
2. The City Council, at the request of the SRPOA, and pursuant to the California Streets and Highways code, declare its intention to establish the "Ski Run Business Improvement District" (the "District").
3. The boundaries of the entire area to be included in the District, are set forth in the Map, and boundary descriptions included in EXHIBIT A attached hereto and incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of South Lake Tahoe.
4. The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District are delineated in EXHIBIT A attached , hereto and incorporated herein by reference.
5. The City Council intends to levy an annual assessment on businesses in the district, except where funds are otherwise available, to pay for all improvements and activities of the District.
6. All funds of the District shall be expended on improvements and activities within the District.
7. The method and the basis for levying the assessments on all the business within the District are set forth in EXHIBIT A attached hereto and incorporated herein by reference.
8. New businesses shall not be exempt from assessment.
9. A public hearing to establish the District is hereby set for January 7, 2003 at 6:00 PM before the City Council of the City of South Lake Tahoe at the Council Chambers, 1900 Lake Tahoe Boulevard, South Lake Tahoe, California.

10. At the public hearing, the testimony of all interested persons, for or against the establishment of the District interested in matters concerning the boundaries of the District, the area of benefit within the District and the assessments to be levied, will be heard.

11. A protest against the District, or any aspect of it may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the District, a protest must be in writing. A written protest may be withdrawn from writing at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City as the owner of the business, than the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or evidence of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made.

12. If at the conclusion of the public hearing, there are of record, written protests by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to create the business shall occur. New proceedings to form the District shall not be undertaken again for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council. If the majority written protests is only as to an improvement or activity proposed, then that type of improvement or activity shall not be included in the District.

13. Further information regarding the proposed Ski Run Business Improvement District may be obtained from the City Clerk of the City of South Lake Tahoe at 1052 Tata Lane, South Lake Tahoe, CA 96150.

14. The City Clerk is instructed to provide notice of the public hearing as follows:

a. Publish this Resolution of Intention in a newspaper of general circulation in the City of South Lake Tahoe once, at least seven (7) days before the hearing.

b. Mail a complete copy of this Resolution of Intention to each and every business owner in the District within seven (7) days of the adoption of this Resolution by the City Council.

15. This Resolution is effective on its adoption.

The foregoing resolution was duly passed and adopted by the City Council of the City of South Lake Tahoe at a regular meeting on the 19th day of November, 2002, by the following vote:

AYES: LAINE, BROWN, DAVIS & CRAWFORD

NOES:

ABSENT:

ABSTAIN: COLE

CITY OF SOUTH LAKE TAHOE

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

srpoa\resolution 110402

Exhibit A
(to the Resolution of Intent)

The Boundaries of the Ski Run Business Improvement District shall be the frontage of Ski Run Blvd, along both sides of the street, between its intersection with Highway 50 and its intersection with Pioneer Trail in the City of South Lake Tahoe.

The types of improvements and activities to be undertaken by the District are payment for the costs of water for the landscaping installed along the Ski Run bicycle trail and the costs of maintaining the landscaping once installed.

The method and basis for levying assessments on all businesses within the District shall be a surcharge of:

- two dollars $2.00 per front foot of property footage on Ski Run Blvd. for each property owner holding a business license; and
- 25% of the business tax for each business license holder, including property owners which hold business licenses.

srpoa\exhibit a 110402

Attachment 2

Business Improvement District process summary

A Business Improvement District involves the businesses within a particular area, which hold City business license paying a surcharge equal to the cost of accomplishing certain improvements or activities. In the case of the proposed Ski Run BID the goal is to raise sufficient funds (approximately $15,000) on an annual basis to pay for the cost of watering and maintaining the landscaping along the to be installed multi-purpose trail on Ski Run.

A BID is initiated by adoption of a resolution of intention by the City Council followed by two public hearings.

The resolution, if adopted, does all of the following:

(a) states that a business improvement district is proposed to be established, describes the boundaries of the District and any zones of benefit.

(b) states the name of the proposed area

(c) states the type of types of improvements and activities proposed to be funded.

(d) states that, except where funds are otherwise available, an annual assessment will be levied to pay for the improvements and/or activities.

(e) state the proposed method and basis of levying the assessment to allow each owner to estimate the amount of assessment to be levied against his or her business.

(f) state whether new businesses will be exempt

(g) fix a time and place for the hearing on the establishment of the District which shall be held no sooner then 20 nor more then 30 days after the adoption of the resolution of intention.

(h) state that at the hearing the testimony of all interested persons for or against the area, the extent of the area, or the improvements or activities to be undertaken by the District will be heard. The notice shall also describe, in summary, the effect of protests made by business owners.

Notice of hearing must be given both by publication in the newspaper of general circulation once for at least seven days before the public hearing and mailing of a copy of the resolution of intention by first class mail to each business owner within seven days of the City's Council's adoption of the resolution of intention. (Note: To meet the notice requirements a hearing date of December 17, 2002 at 7:00 PM is recommended.)

At the hearing the City Council hears and considers all protests received, either orally or in writing. Any protest alleging a defect or irregularity in the proceedings must be in writing. Written protests must be filed with the clerk at or before the time of the public hearing and may be withdrawn at any time prior to the conclusion of the hearing. The protest shall contain a description of the business sufficient to identify it and the owner. Any written protest without that information shall not be counted.

If a majority protest is received (that is 50% of the business vote against it based upon the dollars being assessed to their business) the district does not pass and cannot be reconsidered for one year. At the conclusion of the public hearing the Council may adjust the proposed district, but can only decrease the proposed assessment, not increase it.

If the Council, following the public hearing, elects to proceed with the District an ordinance must be adopted. That ordinance is also subject to a separate public hearing. The content of that ordinance is beyond the scope of this report. Prior to its adoption it is customary for City Councils to appoint an Advisory Board consisting of person owning businesses, which would be assessed if the ordinance is adopted. That advisory committee makes recommendations as to content of the ordinance, the mechanisms of assessment, collection, and the future activities. The Advisory Board also files an annual report with the Council as to the activities of the BID and any proposed changes in the upcoming year. The hearing process is then repeated.

BOUNDART OF B.I.D.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 13

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

Executive Summary: Subsequent to Council direction at the December 7, 2021 City Council meeting, staff amended the Lake Tahoe Blvd Bike Trail specifications to include 2,700k temperature LED fixtures in the project versus the originally specified 4,000k temperature; and developed a Request for Proposals (RFP) to retrofit the US 50 Corridor Metal Halide and LED light fixtures between Trout Creek and Ski Run Boulevard.

Projects associated with the City's Climate Action Plan (CAP) goals and objectives are a priority of the City Council. As such, Staff is recommending the creation of a 301 CIP account and the appropriation of necessary funds, including a project contingency (10%) from undesignated general fund reserves (36300) for purposes of awarding the contract to Advanced Lighting Services of Dublin, CA.

Staff recommends awarding the Base Bid and Additive Alternates 1 & 2. By doing so, the public pedestrian lighting segment between Trout Creek and Ski Run Boulevard would be standardized and provide dark sky color temperature conformity throughout that particular segment of US Hwy 50.

Requested Action / Suggested Motions: (1) Pass a Resolution appropriating funds for the award of a Public Works Contract for LED lighting retrofits to Advanced Lighting Services, Inc. either: A) for the project base bid amount of $87,845.43 and 10% contingency of $8,784.54; or B) for the project base bid and additive alternates 1 & 2 amount of $150,418.15 and 10% contingency of $15,041.82; and (2) Pass a Motion authorizing and directing the Mayor to execute an agreement with Advanced Lighting Services, Inc. for the selected amount.
Responsible Staff Member: Jim Marino, Capital Improvement Program Manager

Responsible Staff Member: Jim Marino, Capital Improvement Program Manager (530) 542-6027

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

Attachments:

01-Staff Report_LED Lighting Retrofit_US 50 and Ski Run Boulevard Pedestrian Lights.docx
02-LED Retrofit Location Map
03-Bid Results
04A-Resolution - Base Bid Only.docx
04B-Resolution - Base Bid Plus Alts 1 & 2.docx

05-Agreement with Advanced Lighting Services.docx

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

Meeting Date: April 5, 2022

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

Location: US Hwy 50 Corridor Pedestrian Lights – Trout Creek to Ski Run Blvd

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027

Background: Most of the City's arterial and collector class roadways which include adjacent sidewalk or class 1 bicycle trail components, typically include pedestrian lighting for purposes of safety. Example locations across the city in which LED-based pedestrian lighting have been installed are US Hwy 50 (Stateline Redevelopment Area), US Hwy 50 (Linear Park segment), Heavenly Village Way, Ski Run Boulevard, Pioneer Trail (US 50 to Larch), Al Tahoe Boulevard (Johnson to US 50), Sierra Boulevard, Bellamy Court, and Transit Way. Proposed future projects that will include LED pedestrian lighting are the US 50 Safety Project (Trout Creek to South Wye), Lake Tahoe Boulevard Class 1 Bicycle Trail Project (Viking Way to South Wye), and the Johnson Boulevard Streetscape Project (Al Tahoe to US 50).

The City of South Lake Tahoe owns and operates approximately 150 pedestrian light fixtures which currently utilize 175W metal halide bulbs on the US 50 corridor between Trout Creek and Ski Run Boulevard. Given the wattage, the high energy usage, the maintenance issues, and lifespan of metal halide bulbs, the department is considering converting the assemblies to LED systems. LED retrofits will provide the same safety and lighting as the current system but will have longer lifespans and provide the City with significant energy and financial savings.

At the October 19, 2021 City Council meeting, staff presented a recommendation to award a contract to Huntington Beach Electric Inc to retrofit approximately 150 Metal Halide pedestrian light fixtures with LED lighting assemblies for purposes of energy savings and reduced maintenance. The item was pulled for discussion. Discussion centered around a general desire by city council to explore the feasibility of dark sky compliant lighting retrofit at all existing city owned and operated lighted areas such as pedestrian trails, roadways, parks, facilities, and walks. The discussion resulted in the City Council reaching consensus to formally reject the bids for the metal halide retrofit until a larger discussion considering dark sky lighting initiatives could be brought forward. City Council directed staff to return at a future date with a presentation on dark sky initiatives and dark sky lighting.

Per Council's direction, staff organized a presentation by Mr. Michael Marlin; IAU Dark Sky Ambassador and IDA Dark Sky Delegate to provide a presentation at the December 7th 2021 City Council meeting regarding changing the city's pedestrian lighting from 4,000k to 2,700k or lower temperature. Upon hearing the presentation and subsequent discussion, City Council directed staff to:

1. Re-bid the retrofit project utilizing a 2,700k or lower temperature specification
2. Incorporate 2,700k temperature fixtures in the upcoming Lake Tahoe Boulevard Bike Trail Project
3. Upon final selection of color temperature standard, develop engineering standards for all public pedestrian lights for such
4. Planning Department to develop dark sky standards (2,700k or lower) for all private development.

Issue and Discussion: Subsequent to Council direction, staff amended the Lake Tahoe Blvd Bike Trail specifications to include 2,700k temperature fixtures in the project versus the originally specified 4,000k temperature and developed a Request for Proposals (RFP) to retrofit the Hwy 50 Corridor Metal Halide light fixtures.

The RFP included a base bid and two additive alternates for consideration. The base bid is to supply and install four (4) test fixtures (two 2,700k and two 2,200k) for evaluation at two separate locations within the project area. City will evaluate the two different colors and select one color temperature for the overall new color standard to be applied to all existing and new lighted public pedestrian trails and walks. Once the color has been determined, the remaining base bid scope is to retrofit the 126-metal halide light fixtures to the selected color.

To provide color conformity in the area surrounding the base bid work, staff included two additive alternates as follows:

Additive Alternate 1 would include the change out (retrofit) of existing LED fixtures within the Harrison Avenue business district. Sixty (60) existing LED 4,000k assemblies would be changed to the chosen color temperature of the base bid.

Additive Alternate 2 would include the change out (retrofit) of existing LED fixtures within the El Dorado Beach to Ski Run zone. Twenty-eight (28) existing LED 4,000k assemblies would be changed to the chosen color temperature of the base bid.

Attachment 02 provides a project area map for the Base Bid and Alternates.

Staff released the RFP to the public on January 10, 2022. One hundred and twenty-eight (128) contractors licensed to perform the project were notified electronically of the RFP, and nine (9) builders exchange sites were also notified. Thirty-two (32) prospective bidders downloaded the documents.

Electronic submittals were received by the Department of Public Works on February 11, 2022. The department received five (5) proposals. The proposal costs are detailed in Attachment 03.

All submittals received were distributed to the three (3) members of the City's evaluation team. Each one of the team members independently evaluated, then numerically scored each proposal based on criteria set forth in the RFP on a best value basis. The scores of the evaluators were then added to achieve a cumulative score which provided the ranking. *Table A* below lists the scoring/rank.

Rank	Firm	Cumulative Score
1	Advanced Lighting Services	272.0
2	Winters Electric	235.0
3	Bear Electrical Solutions	226.0
4	Huntington Beach Electric	188.0
5	LEDi2[1]	55.0

Table A – Evaluation scoring and rank

Upon review and scoring of the proposal submitted by Advanced Lighting Services, staff has determined Advanced Lighting Services materials proposed are acceptable, and they effectively understand the scope of work required to provide the LED retrofit services for the project as specified by the RFP.

[1] LEDi2 submitted a line-item cost proposal, but did not submit any other information that was required by the RFP

Financial Implications: Currently, the project is unfunded. It is Staff's understanding that projects associated with the City's Climate Action Plan (CAP) goals and objectives are a priority of the City Council. As such, Staff is recommending the creation of a 301 CIP account and the appropriation of necessary funds, including a project contingency (10%) from undesignated general fund reserves (36300).

Of question is the Council's desire to appropriate funds for Additive Alternates 1 & 2. Staff recommends the dark sky color transition to the areas defined within the boundary of the base bid and additive alternates (see attachment 03). By doing so, the public pedestrian lighting segment between Trout Creek (Meeks Lumber) and Ski Run Boulevard would all be standardized and provide dark sky color conformity.

Table B below defines the budget appropriation depending on selection. Staff has included two resolutions for consideration depending on selected scope (Attachment 04).

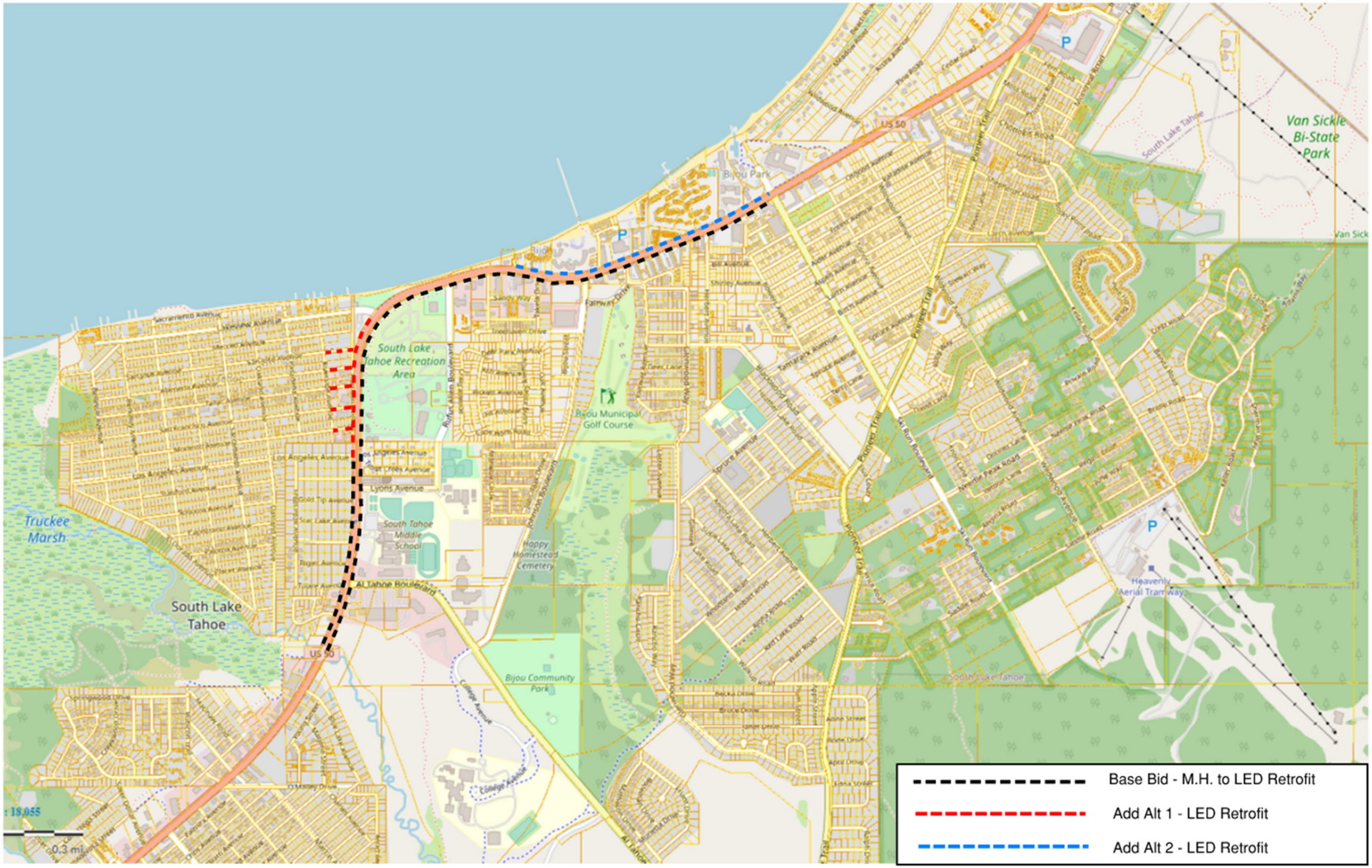
Base Bid Only Award				
From: (Fund)	Contract Amount	Ten Percent Contingency	**Total Budget Appropriation**	Transfer to:
36300	$87,845.43	$8,784.00	**$96,629.43**	301-XXXXX - 48030
Base Bid and Additive Alternatives 1&2 Award				
From: (Fund)	Contract Amount	Ten Percent Contingency	**Total Budget Appropriation**	Transfer to:
36300	$150,418.15	$15,041.00	**$165,459.15**	301-XXXXX - 48030

Table B – Fund Appropriation

Environmental Considerations:
The project is considered Categorically Exempt (CE) from review under CEQA under CEQA Guidelines section 15302 "*Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.*"

A Notice of Exemption will be filed.

Policy Implications: Retrofitting pedestrian lighting with LED lights will result in energy savings and greenhouse gas reductions that will advance the goals in the City's adopted Climate Action Plan.


Base Bid - M.H. to LED Retrofit
Add Alt 1 - LED Retrofit
Add Alt 2 - LED Retrofit
South Lake Tahoe
Truckee Marsh
South Lake Tahoe Recreation Area
Bijou Municipal Golf Course
Bijou Community Park
Happy Homestead Cemetery
South Tahoe Middle School
Van Sickle Bi-State Park
Heavenly Aerial Tramway
Bijou Park
US 50
Al Tahoe Boulevard
Lyons Avenue
Los Angeles Avenue
Sacramento Avenue
Fairway Drive
Spruce Avenue
Pioneer Trail
Ski Run Boulevard
Johnson Boulevard
Rufus Allen Boulevard
Tahoe Mountain Road
Heavenly Village Way
Lake Tahoe Boulevard
Emerald Bay Road
Pine Road
Cedar Road
Aspen Avenue
Birch Avenue
Alder Avenue
Willow Avenue
Cedar Avenue
Pine Avenue
Tamarack Avenue
Sierra Avenue
Ponderosa Avenue
Pioneer Avenue
Lake Tahoe Boulevard
Tahoe Mountain Road
Heavenly Village Way
Ski Run Boulevard
Pioneer Trail
Johnson Boulevard
Rufus Allen Boulevard
Fairway Drive
Spruce Avenue
Lyons Avenue
Los Angeles Avenue
Sacramento Avenue
Al

Metal Halide to LED Retrofit with Dark Sky Lighting (2,700k)
Bid Opening: 2/11/22

Item No.	Submittals Required			Engineer's Estimate		Huntington Beach Electric		Advanced Lighting Services		Winters Electric		Bear Electrical Solutions Option A - Brand Specific Kit		Bear Electrical Solutions Option B - Retrrofit Kit		LEDi2	
	Line Item Cost Proposal					**Yes**		**Yes**		**Yes**		**Yes**		**Yes**		**Yes**	
	Product and Work Plan Submittal					**Yes**		**Yes**		**Yes**		**Yes**		**Yes**		**No**	
	Product Manufacturer Proposed					**RZ Lighting - China**		**Lumecon - USA**		**HiLumz - USA**		**Cyclone**		**TGS**		**Unspecified**	
	Product Warranty					**None indicated**		**10 Year**		**Unspecified**		**Unspecified**		**Unspecified**		**Unspecified**	
	Local Contractor (less 5%)					**No**		**No**		**Yes**		**No**		**No**		**No**	
Item No.	**Bid Item**	**Unit**	**Qty.**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**
	Base Bid - Metal Halide to LED 2700k - US 50 Trout Creek to Ski Run																
1	Base Bid - Performance Bonds	LS	1	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$2,350.02	$2,350.02	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$750.00	$750.00	$65,900.00	$65,900.00
2	Base Bid - Traffic Control	LS	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$2,350.02	$2,350.02	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$750.00	$750.00	$5,000.00	$5,000.00
3	Base Bid - Payment Bonds	LS	1	$1,200.00	$1,200.00	$500.00	$500.00	$1,764.00	$1,764.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$65,900.00	$65,900.00
4	Base Bid - LED Assembly - Supplied	EA	126	$400.00	$50,400.00	$220.00	$27,720.00	$475.00	$59,850.00	$276.01	$34,777.26	$1,632.00	$205,632.00	$675.00	$85,050.00	$320.00	$40,320.00
5	Base Bid - LED Assembly (Stock) - Supplied to site	EA	10	$400.00	$4,000.00	$220.00	$2,200.00	$475.00	$4,750.00	$276.01	$2,760.10	$1,632.00	$16,320.00	$675.00	$6,750.00	$320.00	$3,200.00
6	Base Bid - Labor - Installation of LED Assemblies Complete and In Place	LS	1	$50,400.00	$50,400.00	$32,000.00	$32,000.00	$11,970.00	$11,970.00	$54,600.00	$54,600.00	$19,500.00	$19,500.00	$19,500.00	$19,500.00	$16,380.00	$16,380.00
7	Base Bid - Freight - All Materials Delivered to Site	LS	1	$500.00	$500.00	$250.00	$250.00	$0.00	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
8	Base Bid - Tax (El Dorado County)	LS	1	$4,500.00	$4,500.00	$2,169.20	$2,169.20	$4,811.39	$4,811.39	$2,051.93	$2,051.93	$14,908.32	$14,908.32	$4,350.27	$4,350.27	$4,777.75	$4,777.75
	TOTAL - BASE BID				**$113,700.00**		**$67,839.20**		**$87,845.43**		**$98,689.29**		**$262,860.32**		**$120,650.27**		**$202,477.75**
	Less 5% for Local Contractor										**-$93,754.83**						
	ADD Alt 1 - Harrison Avenue Business District LED 4,000 to 2,700																
1	ADD Alt 1 - Performance Bonds	LS	1	$1,500.00	$1,500.00	$250.00	$250.00	$951.45	$951.45	$1,000.00	$1,000.00	$750.00	$750.00	$500.00	$500.00	$33,250.00	$33,250.00
2	ADD Alt 1 - Payment Bonds	LS	1	$1,500.00	$1,500.00	$250.00	$250.00	$951.45	$951.45	$1,000.00	$1,000.00	$750.00	$750.00	$500.00	$500.00	$33,250.00	$33,250.00
3	ADD Alt 1 - Traffic Control	LS	1	$7,500.00	$7,500.00	$200.00	$200.00	$840.00	$840.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$4,000.00	$4,000.00
4	ADD Alt 1 - LED Assembly - Supplied	EA	60	$400.00	$24,000.00	$400.00	$24,000.00	$475.00	$28,500.00	$556.01	$33,360.60	$1,632.00	$97,920.00	$675.00	$40,500.00	$320.00	$19,200.00
5	ADD Alt 1 - LED Assembly (Stock) - Supplied to site	EA	5	$400.00	$2,000.00	$400.00	$2,000.00	$475.00	$2,375.00	$556.01	$2,780.05	$1,632.00	$8,160.00	$675.00	$3,375.00	$1,600.00	$8,000.00
6	ADD Alt 1 - Labor - Installation of LED Assemblies Complete and In Place	LS	1	$18,000.00	$18,000.00	$17,500.00	$17,500.00	$5,700.00	$5,700.00	$26,000.00	$26,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$7,800.00	$7,800.00
7	ADD Alt 1 - Freight - All Materials Delivered to Site	LS	1	$600.00	$600.00	$100.00	$100.00	$0.00	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$650.00	$650.00
8	ADD Alt 1 - Tax (El Dorado County)	LS	1	$2,145.00	$2,145.00	$1,885.00	$1,885.00	$2,299.34	$2,299.34	$1,972.60	$1,972.60	$7,099.20	$7,099.20	$2,145.26	$2,145.26	$2,410.63	$2,410.63
	TOTAL - BASE BID				**$57,245.00**		**$46,185.00**		**$41,617.24**		**$67,113.25**		**$127,179.20**		**$59,520.26**		**$108,560.63**
											-$63,757.59						
	ADD Alt 2 - El Dorado Beach to Ski Run LED 4,000 to 2,700																
1	ADD Alt 2 - Performance Bonds	LS	1	$800.00	$800.00	$300.00	$300.00	$561.81	$561.81	$500.00	$500.00	$500.00	$500.00	$250.00	$250.00	$18,600.00	$18,600.00
2	ADD Alt 2 - Payment Bonds	LS	1	$800.00	$800.00	$300.00	$300.00	$561.81	$561.81	$500.00	$500.00	$500.00	$500.00	$250.00	$250.00	$18,600.00	$18,600.00
3	ADD Alt 2 - Traffic Control	LS	1	$5,000.00	$5,000.00	$500.00	$500.00	$392.00	$392.00	$750.00	$750.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$4,000.00	$4,000.00
4	ADD Alt 2 - LED Assembly - Supplied	EA	28	$400.00	$11,200.00	$400.00	$11,200.00	$475.00	$13,300.00	$556.01	$15,568.28	$1,632.00	$45,696.00	$675.00	$18,900.00	$320.00	$8,960.00
5	ADD Alt 2 - LED Assembly (Stock) - Supplied to site	EA	5	$400.00	$2,000.00	$400.00	$2,000.00	$475.00	$2,375.00	$556.01	$2,780.05	$1,632.00	$8,160.00	$675.00	$3,375.00	$320.00	$1,600.00
6	ADD Alt 2 - Labor - Installation of LED Assemblies Complete and In Place	LS	1	$8,400.00	$8,400.00	$14,500.00	$14,500.00	$2,600.00	$2,600.00	$13,000.00	$13,000.00	$6,750.00	$6,750.00	$6,750.00	$6,750.00	$3,640.00	$3,640.00
7	ADD Alt 2 - Freight - All Materials Delivered to Site	LS	1	$450.00	$450.00	$350.00	$350.00	$0.00	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$400.00	$400.00
8	ADD Alt 2 - Tax (El Dorado County)	LS	1	$1,089.00	$1,089.00	$957.00	$957.00	$1,164.86	$1,164.86	$1,001.47	$1,001.47	$3,312.96	$3,312.96	$1,125.37	$1,125.37	$1,348.50	$1,348.50
	TOTAL - BASE BID				**$29,739.00**		**$30,107.00**		**$20,955.48**		**$34,099.80**		**$66,918.96**		**$32,650.37**		**$57,148.50**
											-$32,394.81						
	Calculated Bid Total			**Total Base Bid & Alts**	**$200,684.00**		**$144,131.20**		**$150,418.15**		**$199,902.34**		**$456,958.48**		**$212,820.90**		**$368,186.88**
											-$189,907.22						

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

April 5, 2022

Appropriation of funds for the retrofit of Dark Sky Compliant L.E.D. assemblies at certain pedestrian lighting fixtures on the Highway 50 corridor between Trout Creek and Ski Run Boulevard

BACKGROUND

A. The City of South Lake Tahoe has designated the retrofit of pedestrian light fixtures with dark sky color temperature LED assemblies as a viable and desired project.

B. On December 7, 2021, City Council directed staff to bid the retrofit of certain metal halide and LED pedestrian light fixtures for purposes of energy reduction and dark sky compliance along the US Hwy 50 Corridor between Trout Creek and Ski Run Boulevard.

C. On January 10, 2022, Staff released a Request for Proposals to the public for retrofit of 126 metal halide pedestrian light fixtures (base bid), and 88 LED pedestrian light fixtures (additive alternate bid 1&2).

D. On February 11, 2022 staff received five proposals. Upon evaluation of the proposals by an evaluation committee, staff scored Advanced Lighting Services, Inc., of Dublin CA as the highest ranked proposal with a base bid proposal cost of $87,845.43.

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

1. Appropriates $96,629.43 in Undesignated General Fund Reserves towards the base bid for project as indicated below (Contract amount plus 10% Project Contingency).

LED Pedestrian Light Retrofit Project – 301XXXXX

301 XXXXX 36300	Revenue - Transfer In	(+) $96,629.43
301 XXXXX 48030	Expenditure	(+) $96,629.43

2. Awards the project base bid to Advanced Lighting Services Inc, Dublin, CA, in the amount of $87,845.43

Passed & Adopted by the City of South Lake Tahoe City Council on April 5, 2022 by the following vote:

Yes:

No:

Absent:

Abstain:

_____ Date: _____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

April 5, 2022

Appropriation of funds for the retrofit of Dark Sky Compliant L.E.D. assemblies at certain pedestrian lighting fixtures on the Highway 50 corridor between Trout Creek and Ski Run Boulevard

BACKGROUND

A. The City of South Lake Tahoe has designated the retrofit of pedestrian light fixtures with dark sky color temperature LED assemblies as a viable and desired project.

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D. On February 11, 2022 staff received five proposals. Upon evaluation of the proposals by an evaluation committee, staff scored Advanced Lighting Services, Inc., of Dublin CA as the highest ranked proposal with a base bid and additive alternate 1&2 proposal cost of $150,418.15.

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

1. Appropriates $165,459.15 in Undesignated General Fund Reserves towards the base bid for project as indicated below (Contract amount plus 10% Project Contingency).

LED Pedestrian Light Retrofit Project – 301XXXXX

301 XXXXX 36300	Revenue - Transfer In	(+) $165,459.15
301 XXXXX 48030	Expenditure	(+) $165,459.15

2. Awards the project base bid and additive alternates 1 & 2 to Advanced Lighting Services Inc, Dublin, CA, in the amount of $150,418.15

Passed & Adopted by the City of South Lake Tahoe City Council on April 5, 2022 by the following vote:

Yes:

No:

Absent:

Abstain:

_____ Date: _____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 5th day of April 2022 by and between the City of South Lake Tahoe, a municipal corporation ("City") and Advanced Lighting Services, 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 and Compensation Schedule," attached hereto and incorporated herein by reference, outlines the fees, schedule 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 approximately 18 months.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit A which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $XXXX 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.

Pursuant to the provisions of the 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 of Consultant 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 Scope of Services 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, the 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 Agreement 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/OPRL/DPreWageDetermination.htm

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, and such records shall be available at Consultant's address indicated from the date of termination or completion of this Agreement.

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

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.

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence 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 the performance of work under this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

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

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

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

other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be

considered excess insurance only and shall not contribute with it.

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

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

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

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

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

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

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below.

Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

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

If to Consultant: B. David Taylor, President
6681 Sierra Ln., Ste A,
Dublin, CA 94568
david@advancedlightingservices.com
510-773-8973

Provide a copy to:

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

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

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado

Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

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

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

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

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

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

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

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

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

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

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in Exhibit B. Further, Consultant shall require that the language of the certification in Exhibit B 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.

33. Payment and Performance Bonds. Consultant shall execute and deliver payment and performance bonds in the forms of Exhibits C and D.

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 _____
Devin Middlebrook, Mayor	B. David Taylor, President
Date _____	Date _____

Business License # _____

APPROVED AS TO FORM:

By_____ Date _____
City Attorney

ATTEST:

By_____ Date _____
City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B - Anti-Lobbying Certification
Exhibit C – Payment Bond Form
Exhibit D – Performance Bond Form

EXHIBIT A

SCOPE OF SERVICES, SCHEDULE, COMPENSATION

E. PROJECT BUDGET

Item No.	Item Description	Qty.	Unit of Meas.	Unit Price	Item Bid Total
Base Bid - US Hwy 50 Segment					
1	Performance Bonds (100%)	1	LS	$ 2,350.02	$ 2,350.02
2	Payment Bonds (100%)	1	LS	$ 2,350.02	$ 2,350.02
3	Traffic Control	1	LS	$ 1,764.00	$ 1,764.00
4	LED Assembly	126	EA	$ 475.00	$ 59,850.00
5	LED Assembly (Stock)	10	EA	$ 475.00	$ 4,750.00
6	Labor □ Complete and In Place	1	LS	$ 11,970.00	$ 11,970.00
7	Freight □ Delivered to site	1	LS	$ -	$ -
8	Tax (El Dorado County, CA)	1	LS	$ 4,811.39	$ 4,811.39

Item No.	Item Description	Qty.	Unit of Meas.	Unit Price	Item Bid Total
Additive Alternate 1 □Harrison Business District					
1	Performance Bonds (100%)	1	LS	$ 951.45	$ 951.45
2	Payment Bonds (100%)	1	LS	$ 951.45	$ 951.45
3	Traffic Control	1	LS	$ 840.00	$ 840.00
4	LED Assembly	60	EA	$ 475.00	$ 28,500.00
5	LED Assembly (Stock)	5	EA	$ 475.00	$ 2,375.00
6	Labor □ Complete and In Place	1	LS	$ 5,700.00	$ 5,700.00
7	Freight □ Delivered to site	1	LS	$ -	$ -
8	Tax (El Dorado County, CA)	1	LS	$ 2,299.34	$ 2,299.34

Advanced Lighting Services, Inc.
Lic. C10 668348
6681 Sierra Lane, Suite A, Dublin, CA 94568
Office: 925-829-7801 Fax: 925-829-7805
Email: admin@advancedlightingservices.com

Item No.	Item Description	Qty.	Unit of Meas.	Unit Price	Item Bid Total
Additive Alternate 2 El Dorado Beach to Ski Run					
1	Performance Bonds (100%)	1	LS	$ 561.81	$ 561.81
2	Payment Bonds (100%)	1	LS	$ 561.81	$ 561.81
3	Traffic Control	1	LS	$ 392.00	$ 392.00
4	LED Assembly	28	EA	$ 475.00	$ 13,300.00
5	LED Assembly (Stock)	5	EA	$ 475.00	$ 2,375.00
6	Labor Complete and In Place	1	LS	$ 2,660.00	$ 2,660.00
7	Freight Delivered to site	1	LS	$ -	$ -
8	Tax (El Dorado County, CA)	1	LS	$ 1,164.86	$ 1,164.86

Base Bid Total US Hwy 50 Segment: **$ 87,845.43**

Additive Alternate 1 Harrison Business District: **$ 41,617.24**

Additive Alternate 2 El Dorado Beach to Ski Run: **$ 20,955.48**

Grand Total for all Bid Items **$150,418.15**

Advanced Lighting Services, Inc. confirms that all field work will be per the California Prevailing Wage Requirements for El Dorado County. Please see attached DIR Registration

Advanced Lighting Services, Inc.
Lic. C10 668348
6681 Sierra Lane, Suite A, Dublin, CA 94568
Office: 925-829-7801 Fax: 925-829-7805
Email: admin@advancedlightingservices.com

Department of Industrial Relations
STATE OF CALIFORNIA

APPLICATION FOR
PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2021 06/30/2022

Contractor Information

Contractor Name: ADVANCED LIGHTING SERVICES, INC.

Trade Name:

License Type Number: 1000060302

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: DUBLIN

Physical Business Address: 6681 SIERRA LANE, SUITE A

Physical Business State: CA

Physical Business Postal Code: 94568

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: DUBLIN

Mailing Address: 6681 SIERRA LANE, SUITE A

Mailing State: CA

Mailing Postal Code: 94568

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: admin@advancedlightingservices.com

Applicant's Email: admin@advancedlightingservices.com

EXHIBIT B

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:
Name, Title

By:_____

EXHIBIT C

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND FORM

DOCUMENT 00610 - PAYMENT BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and _____ hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor,
services and equipment necessary, convenient and proper to:
_____
_____
pursuant to the said Agreement dated _____, 20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by California law, including, without limitation, Part 6 (commencing at §8000), Division 4 of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of South Lake Tahoe [Add other agencies as required] in the penal sum of: _____._ Dollars ($ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in §9100 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition,

deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the City of South Lake Tahoe and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in §9100 of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the ____day of _____, 20__.

PRINCIPAL:

_____
Signature

_____
Name

_____
Title

_____
Address

SURETY:

_____
Signature

_____
Name

_____
Title

_____
Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.
)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

_____
Notary Public for the State of California.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00610

EXHIBIT D

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND FORM

DOCUMENT 00620 - PERFORMANCE BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and _____hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient, and proper to:

_____

_____

pursuant to the said Agreement dated _____,20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of South Lake Tahoe [Add other agencies as required] in the penal sum of: _____Dollars ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Agreement and any alterations made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of South Lake Tahoe, its employees, council members and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.
If the City of South Lake Tahoe shall provide notice that it considers the Principal to be in default, Surety, upon receipt of such written notice, shall, within thirty (30) days, conduct any and all investigations that it deems necessary and appropriate to perform. Surety agrees to do so in order to be in a position to respond timely and efficiently, with the best interests of the overall completion of the Project as the primary goal, and without detriment to the Project or the City of South Lake Tahoe, should the City of South Lake Tahoe elect to exercise its right to terminate the Principal's right to proceed due to default.

If the City of South Lake Tahoe issues a written notice of termination for default, Surety shall,

within fifteen (15) calendar days, tender a written program to City of South Lake Tahoe which comprehensively details Surety's proposed completing contractor, its personnel, and the manner in which the Surety will immediately honor its performance bond obligations. The time for completion of the Project shall not be extended as a result of the notice to the Surety, the election by City of South Lake Tahoe to terminate Principal's right to proceed for default, and/or the time it takes Surety to act as required hereunder.

Surety agrees that in responding to any such notice of default of its Principal, Surety shall not be entitled to tender as its completion contractor the Principal or any entity owned, controlled, or affiliated with Principal. The response by Surety to City of South Lake Tahoe shall include whether the Surety intends to use the key project personnel of Principal as part of the staff of the Completing Contractor, and the consent by City of South Lake Tahoe of the right to use some, any or all of those proposed individuals shall be at the sole and absolute discretion of the City of South Lake Tahoe. No claim shall be made arising from the good faith exercise by City of South Lake Tahoe of the discretion denying any such request.

As a condition precedent to the satisfactory completion of the said Agreement, the above obligation shall hold good for the maximum period of time allowed by applicable law (including all statutes of limitation or repose) and commensurate with the obligations owed by the Principal to the City of South Lake Tahoe, during which time, if the Principal, Principal's heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the City of South Lake Tahoe from loss or damage made evident during said period, the above obligation shall be and remain in full force and effect.

The terms and conditions of the Agreement between the Principal and the City of South Lake Tahoe are expressly incorporated into this Performance Bond as though set forth in full.
And the said Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, addition, or deletion to the terms of the said Agreement, or to the Work to be performed thereunder, shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Work. And the said Surety, for value received, hereby stipulates, and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.

In the event suit is brought upon this Bond by the City of South Lake Tahoe and judgment is recovered, Surety shall pay all costs incurred by the City of South Lake Tahoe in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____day of _____, 20__.

PRINCIPAL:

_____
Signature

_____
Name

_____
Title

_____
Address

SURETY:

_____
Signature

_____
Name

_____
Title

_____
Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.
)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

_____
Notary Public for the State of California.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00620

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 14

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

Executive Summary: The proposed ordinance would amend City Code chapter 4.150 (Refuse and Garbage) to incorporate a narrower window of time in order to promote better trash management behavior with respect to our resident bear and other wildlife populations. Current code provides for residential containers to be placed at the property line adjacent to a public street no earlier than 6:00 p.m. of the day prior to the day designated for refuse collection. South Tahoe Refuse pushed back pick up times to no earlier than 7:00 a.m. in order to make it more likely for trash to be brought outside on the morning of trash pickup. This ordinance proposes that trash be placed at curbside no earlier than 6:00 a.m. on the day designated for refuse collection, unless containers are housed in approved shelters.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Section 4.150.210 (Placement of Residential Containers for Collection Purposes) of the South Lake Tahoe City Code to Require Better Trash Management, and refer second reading and adoption to the May 3, 2022 meeting.
Responsible Staff Member: Sara Letton, Sustainability Coordinator

Responsible Staff Member: Sara Letton, Sustainability Coordinator (530) 542-6175

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

Attachments:

01-Staff Report - Better Trash Management Ordinance.docx
02-Ordinance - Better Trash Management.docx.docx
03-Redline of Ordinance Amendment.pdf

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

Meeting Date: April 5, 2022

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

Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator (530) 542-6175

Background: The proposed ordinance would amend City Code chapter 4.150 (Refuse and Garbage) to require better trash management behaviors. Fines for violations of Chapter 4.150 were increased by City Council on March 15, 2022 from $50 to $150 in order to further incentivize better trash management behaviors.

During evacuation for the Caldor Fire in the fall of 2021, our city saw a spike in bear encounters with trash. This behavior has continued since the city repopulated. According to Clean Tahoe, "A bear that has frequent access to human food will likely lose its natural fear of humans and also may damage property in its quest to reach the food source" (Clean Tahoe 2020).
Several years ago, South Tahoe Refuse updated its schedule so that trucks do not leave the facility until 7:00 a.m., allowing households a reasonable window of time to get trash to the curbside on the morning of pickup. Putting trash out the night before pickup provides a lot of time and opportunity for bears to be attracted to the trash.

On March 1, 2022 during discussion of the Master Fee Schedule, City Council directed staff to bring back an ordinance that would prevent residential trash from being put out before trash day. The proposed ordinance would decrease the amount of time available for bears to get into trash by 12 hours, from 6 p.m. the night before to 6 a.m. the on the day designated for refuse collection.

Issue and Discussion: Our community values our native wildlife population, including our bears. We recognize that human trash management behaviors influence bear behavior. The intention of this ordinance is to create conditions in which we see fewer bear-trash encounters. Fewer such encounters will promote a healthier and more natural bear ecology while protecting safety of both human and bear, while protecting property. Additionally, bear-trash encounters lead to trash being spread through the streets, and eventually into the open spaces and waterways which lead to our lakes. Reduced encounters will lead to less pollution and microplastics in these lakes, protecting fragile ecosystems.

In the long term, fewer bear-trash encounters will increase efficiency for our franchisee South Tahoe Refuse and Clean Tahoe, who are engaged with clean up, as well as for our Community

Service Officers engaged in enforcement. In the short term, there will be a need for outreach to inform and educate the community of this change.

Financial Implications: This action will change the time of day that trash can be put at the curbside at no additional cost to the city. Enforcement will continue to be initiated via complaint.

Environmental Considerations: The proposed ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061(b)(3) (common sense exemption that CEQA does not apply to projects where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment), 15307 (actions by regulatory agencies for protection of natural resources), and 15308 (actions by regulatory agencies for protection of the environment).

Policy Implications: The proposed ordinance is consistent with the City's adopted Climate Action Plan, specifically Actions CS-2 (Protect municipal watersheds and Lake Tahoe water quality). Additionally, this proposed action supports the City's Strategic Plan 2021 – 2025, specifically Goal 3.4 (Waste Management and Stewardship), Action 2 (Implement strong enforcement policy that the "Tahoe Way" includes not littering in our community).

Ordinance 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

May 3, 2022

An Ordinance Amending Section 4.150.210 (Placement of Residential Containers for Collection Purposes) of the South Lake Tahoe City Code to Require Better Trash Management

FINDINGS

A. Bears are attracted to improperly managed residential trash, which is an ongoing problem for bears and our residents.
B. Several years ago, City waste franchisee South Tahoe Refuse changed its operations to initiate service later in the mornings, at 7:00 a.m., to allow residents ample time to put trash at the curb at a reasonable hour on the morning of pickup.
C. Section 4.150.210 currently requires that residential trash containers be put out no earlier than 6:00 p.m. the night before trash pickup, and City Council has directed staff to bring back a code amendment to make this provision more stringent to reduce problematic bear encounters with residential trash.
D. On March 15, 2022, City Council adopted the Master Fee Schedule which includes an increased administrative citation amount of $150 for any violation of Chapter 4.150 (Refuse and Garbage), which would include violations of Section 4.150.210, as amended.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Section 4.150.210 is hereby amended as follows:

Suitable containers for residential service, up to and including a fourplex, shall be placed in such a manner as not to be readily visible from public streets; provided, that during the time fixed for collection from the premises, receptacles and plastic bags shall be placed for collection as follows:

A. Residential containers shall be placed at the property line adjacent to a public street no earlier than 6:00 a.m. on the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters.

B. Refuse company personnel shall be responsible for the return of containers to a location 20 feet back from the front property line.

C. During periods of heavy snow, customers shall provide a clear path for the return of containers to a point 20 feet from said property line.

D. Containers which have become so damaged as to be no longer suitable for use, which no longer have tight-fitting lids, and are so designated by refuse company personnel, the city attorney, his/her designee, or the county health officer, shall be replaced by the customer with a suitable container.

E. Shelter or housing for refuse receptacles as well as commercial dumpsters shall not be constructed or installed until approved by the city planning division.

SECTION 2. The City Council finds that adoption of the proposed Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15061(b)(3) (common sense exemption that CEQA does not apply to projects where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment) because it is an action taken by the City in its regulatory capacity, as authorized by state law, to protect the environment.

SECTION 3. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 4. This Ordinance shall become effective 30 days after its passage.

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

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

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

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

Proposed amendment presented to South Lake Tahoe City Council on April 5, 2022

Redline:

4.150.210 Placement of residential containers for collection purposes.

Suitable containers for residential service, up to and including a fourplex, shall be placed in such a manner as not to be readily visible from public streets; provided, that during the time fixed for collection from the premises, receptacles and plastic bags shall be placed for collection as follows:

A. Residential containers shall be placed at the property line adjacent to a public street no earlier than 6:00 a.m. ~~6:00 p.m. of the day prior to~~- on the day designated for refuse collection, and shall be removed from public view by 6:00 p.m. on the day designated for refuse collection, unless containers are housed in approved shelters.

B. Refuse company personnel shall be responsible for the return of containers to a location 20 feet back from the front property line.

C. During periods of heavy snow, customers shall provide a clear path for the return of containers to a point 20 feet from said property line.

D. Containers which have become so damaged as to be no longer suitable for use, which no longer have tight-fitting lids, and are so designated by refuse company personnel, the city attorney, his/her designee, or the county health officer, shall be replaced by the customer with a suitable container.

E. Shelter or housing for refuse receptacles as well as commercial dumpsters shall not be constructed or installed until approved by the city planning division. (Ord. 744 § 1; Ord. 791 § 2; Ord. 921 § 1. Code 1997 § 23-14)

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 15

Agenda Item: Ordinance - Military Equipment Use Policy (First Reading)

Executive Summary: The Police Department prepared this "Military Equipment" use policy for City Council consideration of approval as required by California AB 481 so the Police Department can continue to use, purchase, and/or replace qualifying equipment.

Requested Action / Suggested Motions: Pass a Motion to hold first reading (by title only) of an Ordinance approving a military equipment use policy and refer second reading and adoption to the May 3, 2022 meeting.
Responsible Staff Member: David Stevenson, Police Chief

Responsible Staff Member: David Stevenson, Police Chief (530) 545-2765

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

Attachments:

01-STAFF REPORT - Military Equipment Use.docx
02--ORDINANCE - Military Equipment Use.docx
03-POLICY - Military Equipment Use (Attachment 03 to Ordinance).docx
04-EQUIPMENT LIST (Attachment 04 to Ordinance).docx
05-AB 481 - Military Equipment Use Act.pdf

City of South Lake Tahoe

Report to **City Council**

Meeting Date: April 5, 2022

Title: Ordinance – Military Equipment Use Policy

Location: Police Department

Responsible Staff Member: Chief David Stevenson, (530) 545-2765

Background: California Assembly Bill 481 was passed on September 30, 2021 and is codified in Government Code sections 7070 through 7075. It requires a law enforcement agency (LEA) to obtain approval from the applicable governing body, via adoption of a "military equipment" use policy by ordinance prior to the LEA funding, acquiring, continuing to use existing equipment, using any new military equipment, or allowing the use in the city of other LEA's equipment. The South Lake Tahoe Police Department (SLTPD) seeks City Council adoption of the attached Military Equipment Use Policy to allow SLTPD to continue to use, maintain, replace, and/or request the use of equipment from other LEA's equipment specified therein for public safety.

Issue and Discussion: Items deemed to be "military equipment" by AB 481 are used as a component of overall best practices for LEAs throughout the country. These tools have been tested in the field, and are used by LEAs to enhance citizen safety, officer safety, and community safety. Loss of these items would jeopardize the welfare of citizens and visitors of South Lake Tahoe, and peace officers within the SLTPD.

The term "military equipment", as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military or procured from the military.

The SLTPD is committed to using the most up to date tools and equipment to safeguard the citizens of South Lake Tahoe. Many of the items deemed to be "military equipment" by AB 481 are already employed by SLTPD, and LEA's across the country in order to specifically reduce risk to community members and have been used successfully in that manner by the SLTPD. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might increase risk of harm to the public or rise to the level of a lethal force encounter. To that end, the items at issue in this report, and accompanying Military Equipment Use Policy, also provide SLTPD's peace officers with vital tools that facilitate compliance with its stringent use of force policies and are used almost exclusively in conjunction with de-escalation policies. Some of the equipment (kinetic energy projectiles and chemical agents) have extra restrictions and transparency reporting requirements SLTPD must comply with through AB 48 (which also was passed September 30, 2021)

No later than May 1, 2022, in order to continue the use of any existing military equipment acquired prior to January 1, 2022, SLTPD shall commence a City Council approval process. If City Council does not adopt a policy within 180 days of the submission of the policy, SLTPD shall cease use of

all existing equipment until it receives approval. Between January 1, 2022 and until the adoption of a policy, SLTPD is not allowed to acquire new equipment or replace existing equipment.

See attached proposed SLTPD “Policy 706 – Military Equipment” for details of what qualifies as “military equipment”, a list of current qualifying equipment possessed by SLTPD, and other transparency and reporting requirements that are required to be in the policy.

Financial Implications: There is no additional impact to the general fund. All military equipment maintenance and/or purchase costs are included in existing Police Department Budget. Annual fiscal impact from equipment usage consists of the annual maintenance cost and parts replacement. The majority of the equipment has little to no maintenance cost.

Environmental Considerations: This proposed ordinance and policy will regulate the use of qualifying equipment by SLTPD within the City of South Lake Tahoe.

It is not subject to the California Environmental Quality Act (CEQA) pursuant to section 1506(b)(3) of Title 14 of the California Code of Regulations, in there is no possibility that the implementation of this ordinance may have significant effects on the environment.

Policy Implications: If approved, this action will add South Lake Tahoe Police Department policy “706 Military Equipment” via ordinance and require the annual review and approval of the policy every year after by the City Council for as long as the equipment is in use.

Ordinance 2022-XX

Adopted by the City of South Lake Tahoe City Council

May 3, 2022

Adoption of "Military Equipment" Use Policy

BACKGROUND

A. Assembly Bill 481: "Military Equipment: Funding, Acquisition, and Use" was passed by the State September 30, 2021.

B. AB 481 Requires the City Council review and approve by ordinance a publicly available "military equipment use policy" prior to the Police Department obtaining any new equipment and/or continued use of existing equipment.

C. AB 481 Requires the adoption of a military equipment use policy by ordinance by the City Council be made at a regular scheduled City Council meeting, and the proposed equipment policy be posted on the Police Department's web page at least 30 days prior to the scheduled meeting. Staff posted the proposed policy on the Police Department's web page on March 1, 2022.

Now, Therefore, the City Council of the City of South Lake Tahoe does ordain as follows:

SECTION 1 The South Lake Tahoe Police Department "Military Equipment Use" policy is hereby approved as designated in Attachments "03 Policy" and "04 Equipment List" attached hereto and incorporated by reference.

SECTION 2 The "military equipment" is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

SECTION 3 The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

SECTION 4 Purchased equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

SECTION 5 Prior military equipment use complied with the military equipment use policy that was in effect at the time.

SECTION 6 The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law, including being made publicly available on the Police Department's website for as long as the military equipment is available for use.

SECTION 4 This ordinance shall become effective thirty (30) days after the date of its adoption.

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

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

First Reading: April 5, 2022
Published:
Second Reading: May 3, 2022
Effective: June 2, 2022

Policy 706: Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council for the City of South Lake Tahoe.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons and ammunition of less than .50 caliber that are issued to officers.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the South Lake Tahoe Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 COMPLIANCE, OVERSIGHT, AND SANCTIONS FOR VIOLATIONS

The mechanism to ensure compliance with this policy is established by adoption of and adherence to this policy. The City Council has independent oversight authority of this policy as established herein. As applicable and legally enforceable, violations of this policy will be subject to sanctions as established in this policy and/or as described in existing South Lake Tahoe Police Department policy 340 “Standards of Conduct” and policy 340.5 “Causes for Discipline” (Government Code § 7070(d)(6)).

706.31 COMPLAINTS, CONCERNS, OR QUESTIONS

Members of the public may register complaints, concerns, or questions about the use of each specific type of military equipment directly to the Chief of Police by phone, email, or in person. The Chief of

Police (or their designee) shall respond to each complaint, concern, or question by phone, email, or in person in a timely manner. These contacts shall be documented in writing with a summary of the complaint, concern, or question and retained by the Chief of Police (or their designee) to be included in the annual report as described below (Government Code § 7072(a)(2)).

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the South Lake Tahoe Police Department: See attachment "03 – Equipment List" which is attached hereto and incorporated into this policy by reference.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department's website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

a. Requesting military equipment made available pursuant to 10 USC § 2576a.
b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of the City of South Lake Tahoe.
e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
g. Acquiring military equipment through any means not provided by this paragraph.

Any final military equipment use policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

706.7 ANNUAL REPORT AND ORDINANCE RENEWAL

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

The City Council shall review this military equipment use policy ordinance at least annually and vote on whether to renew the ordinance or not at a regularly scheduled City Council meeting.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the funding, acquisition, or use of military equipment.

List of Qualifying Equipment

SLTPD Policy 706

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the South Lake Tahoe Police Department.

1 **Unmanned, remotely piloted, powered aerial vehicles**

A.	Quantity	Zero. (Included for mutual aid purposes)
B.	Cost	Varies by manufacturer.
C.	General Description	Unmanned, remotely controlled, video-equipped flying platforms.
D.	Manufacturer's Description	Varies by manufacturer.
E.	Capabilities & Purpose	Drones perform various critical tasks. The most applicable to law enforcement operations is the ability to collect video from an elevated position, which is necessary to locate missing persons, gather information during a natural disaster or critical incident, locate evidence, and provide leaders with real-time information when facing a crisis. Drones can be used to gather information during floods, fires, earthquakes, etc. and there is no substitute for their capabilities in the air.
F.	Authorized Use	Only persons trained on the use of drones should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	Varies by manufacturer.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the device.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as drones only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

2 **Unmanned, remotely piloted, powered ground vehicles** – PakBot 510 and Avatar II

A.	Quantity	2.
B.	Cost	PakBot 510: $77,000 (acquired from military free of charge) Avatar II: $12,000.
C.	General Description	Unmanned, remotely controlled vehicles typically equipped with audio and/or video capability.
D.	Manufacturer's Description	PakBot 510:

		The PakBot is a man-transportable robot that performs a variety of functions. The robot climbs most stairs, navigates narrow passages and relays real-time audio/video while the operator can remain at a safe distance. The PakBot arm lifts up to 40 lbs. It is deployable by a single person in less than two minutes. Avatar II: The Avatar II robot can be hand carried or transported inside a rucksack, and can be remotely operated, providing protection and safety to the operator. The Avatar has two cameras; one forward-facing and one which rotates.
E.	Capabilities & Purpose	These robots allow situational intelligence including audio/video without exposing personnel to imminent risk, whether it be from a natural disaster or suspect(s). The robots are almost exclusively used by the SWAT team during high-risk missions to ensure the safety of officers, civilians and suspects. They allow operators to learn the location/appearance/etc of a suspect without risking an armed confrontation. The Avatar II has a two-way communications system which has been used to communicate with suspects, allowing officers to de-escalate situations and improves the team's ability to negotiate. The PakBot has an articulable arm used for opening doors, moving objects or delivering items during a crisis.
F.	Authorized Use	Only persons trained on the Avatar II and PakBot should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	8-10 years for both robots.
H.	Fiscal Impact	Annual maintenance and battery replacement cost is about $1,000 for both robots.
I.	Training	All SWAT operators receive in-service training on the devices when appointed to the SWAT team.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as robots only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

3 **Armored Vehicles or Mine Resistant, Armor Protected vehicles -** NaviStar International MaxxPro

A.	Quantity	1.
B.	Cost	$750,000, acquired from the military in 2013 free of charge with the exception of travel costs.
C.	General Description	Vehicles designed to protect occupants from gunfire and/or explosions.
D.	Manufacturer's Description	The MaxxPro MRAP is an armored vehicle that seats 6-8 personnel and allows for rescue of injured or endangered persons. It can stop various projectiles, which provides for greater safety to citizens and officers beyond the protection of personally worn body armor.

E.	Capabilities & Purpose	This is the only vehicle in the department's possession which stops large caliber gunfire and provides protection from explosives. It is the only vehicle capable of transporting officers or citizens safely through danger areas. This vehicle provides the ability for Crisis Negotiators and SWAT team members to safely approach, observe, communicate and operate during high-risk assignments. Uses of this vehicle have included high-risk warrant service, armed suicidal subjects, and armed and barricaded felony dangerous suspects. It has also been used at many community engagement events. There are no weapons attached to this vehicle. The top of the vehicle has a rotating, armored area that can be used as an elevated platform for negotiators and operators to more safely contact dangerous and armed suspects while attempting to de-escalate and resolve a crisis.
F.	Authorized Use	The use of armored vehicles shall only be authorized by an Incident Commander or SWAT team leader and based upon the specific circumstances of a given incident. Armored vehicles shall only be used by officers trained in their operation and in a manner consistent with department policy and training. This vehicle may be used at special and/or community engagement events with approval of the Chief of Police.
G.	Expected Lifespan	Approximately 25 years.
H.	Fiscal Impact	Annual maintenance cost of about $5,000. This vehicle is built on a common truck chassis and City Mechanics service it.
I.	Training	All SWAT operators receive formalized in-service training on this vehicle, its capabilities and limitations, and its appearance to the community when appointed to the SWAT team. Firefighters assigned to the SWAT team (with a Class B license) drive this vehicle unless it needs to be deployed during an emergency.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use armored vehicles only in a manner that protects the public's welfare, safety, civil rights, and adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

4 **High Mobility, Multi-Wheeled Vehicles (Hummers)**

A.	Quantity	2. (These vehicles are not operational and are being returned to the military)
B.	Cost	Approximately $120,000 per vehicle, both acquired free of charge from the military.
C.	General Description	A rugged, four-wheeled vehicle with all-terrain/off-road capabilities.
D.	Manufacturer's Description	Varies by manufacturer and style. A Hummer is a four-wheeled vehicle that can be highly customized.

E.	Capabilities & Purpose	Both Hummers were acquired for the SLTPD SWAT Team. They are not in use, as they were mechanically defunct. One was outfitted as a medical vehicle to be used by SWAT paramedics in the event an officer, civilian or suspect is injured. It housed medical equipment and spare supplies such as radios and rural equipment so it could be deployed during extended-range missions where the team had little to no backup or support. The second Hummer was intended for the Crisis Negotiation Team, as negotiators have no dedicated vehicle in which to operate or carry equipment (such as throw phones, PA systems, recording equipment, etc) to communicate with a suspect during a crisis. This would have allowed negotiators a safe place to perform de-escalation efforts in a tactical environment. Although the vehicles acquired by the SLTPD are being returned to the military, Hummers are a common SWAT vehicle and other surrounding agencies may have uniquely configured vehicles for specialized purposes. For example, Hummers can be outfitted with a Mobile Adjustable Ramp System (MARS) to rescue persons from second or third stories during an emergency.
F.	Authorized Use	These vehicles are not in use. Use in a tactical situation would have been established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	About 10-15 years.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the vehicle.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use SWAT vehicles only when licensed and while adhering to state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

5 **Command and Control Vehicles** – 2006 Ford TC550 Box Truck Mobile Command Vehicle (MCV)

A.	Quantity	1.
B.	Cost	$159,684.
C.	General Description	A vehicle designed to house equipment and resources for the use of commanders to organize, oversee and address an incident.
D.	Manufacturer's Description	Not available, as this vehicle was custom built. This vehicle is used as a mobile field office that provides shelter, access to Department computer systems, and food/water during extended events.
E.	Capabilities & Purpose	The MCV was purchased by the City through a grant in 2007. The MCV can be utilized for critical incidents, preplanned events, searching for missing persons, natural disasters and tactical operations.

		This vehicle houses a bank of radios and a CAD console for dispatchers. This vehicle facilitates a remote command post for various events such as SnowGlobe, widespread power outages, and Wild Fires (Like Caldor). It gives the SLTPD a redundant dispatch center during a crisis.
F.	Authorized Use	Only persons trained on the use of the MCV should operate this vehicle. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander. Typically, a dispatcher or supervisor drives the MCV to the command post during an event. Situations in which the MCV would be authorized for use may include, but are not limited to, critical incidents, emergencies, natural disasters, tactical crises or community engagement events.
G.	Expected Lifespan	For the MCV, a 20 year lifespan on the chassis and vehicle structure. Radios and IT systems occasionally need upgrades and software maintenance.
H.	Fiscal Impact	Annual maintenance cost is minimal.
I.	Training	All MCV drivers are licensed and become familiarized with the vehicle's deployment capabilities before driving (including computers and radios).
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use the Mobile Command Vehicle only in a manner that respects the privacy of our community, adheres to state and federal law, and to provide for the safety of our community.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

6 **Battering rams, slugs and breaching apparatuses that are explosive in nature**

A.	Quantity	Zero.
B.	Cost	Not Applicable.
C.	General Description	Devices designed to defeat locking mechanisms and fortifications.
D.	Manufacturer's Description	Varies based upon item.
E.	Capabilities & Purpose	The SLTPD has no items in this category. No SLTPD vehicles have affixed rams or breaching apparatuses. During complex and high-risk SWAT missions, however, the SWAT team has requested mutual aid from the Tahoe-Douglas Bomb Squad for breaching purposes. Explosive breaching is a failsafe, rapid method for gaining access to a fortified or barricaded position. The method is important for certain high-risk events such as rescuing hostages or preventing complete barricading by a dangerous subject.
F.	Authorized Use	Explosive breaching is only used at the direction of the SWAT Team Leader or Incident Commander, with input from the Bomb Squad Commander, and only in specific circumstances.
G.	Expected Lifespan	Varies based upon item; not maintained by the SLTPD.

H.	Fiscal Impact	None.
I.	Training	These items are only deployed and utilized by trained EOD personnel with the Douglas County Bomb Squad.
J.	Legal and Procedural Rules	Breaching shall only be performed in a manner consistent with state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

7 **Distractionary Devices ("Flashbang" grenades)**

A.	Quantity	36.
B.	Cost	$25 per device.
C.	General Description	Devices which deflagrate to produce a flash of light and loud, concussive noise.
D.	Manufacturer's Description	A non-bursting, non-fragmenting multi-use device that produces a thunderous bang with an intense bright light. Ideal for distracting and disorienting dangerous suspects during assaults, hostage rescue, room entry or other high-risk situations. At 5 feet away, these devices create a sound at 162 decibels (for reference, fireworks are 140 decibels).
E.	Capabilities & Purpose	A distraction device is an important tool for distracting suspects during assaults, hostage rescue, room entry and other high-risk situations. The SWAT team has also used these devices to deter aggressive animals and prevent use of force. These devices produce a short term (4-8 second) period of disorientation to the suspect, which facilitates the safe entry of SWAT personnel into a dangerous situation. These devices do not explode or create shrapnel, nor are they designed to wound or hurt a subject. They can create an opportunity for officers to use less-lethal options rather than lethal force.
F.	Authorized Use	Diversionary Devices shall only be used: • By SWAT personnel who have been trained on their use • In tactical situations • In situations where there may be extreme risk to officers • In situations where their use would enhance officer safety or the safety of the public • Addressing potentially dangerous animals • During demonstrations or community outreach events
G.	Expected Lifespan	Until used.
H.	Fiscal Impact	No annual maintenance. The SWAT Team maintains a minimum inventory of 30 distractionary devices to maintain readiness for a response to a crisis.
I.	Training	Prior to use, officers must attend a diversionary device training conducted by POST-certified instructors.

J. Legal and Procedural Rules

It is the policy of the SLTPD that only SWAT operators use distractionary devices, and they must be used in a manner consistent with state and federal law.

K. Mutual Aid

Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

8 **Chemical Agents and Smoke canisters**

A. Quantity

7 DefTec Flameless Tri-Chamber CS.
20 DefTec Flameless Expulsion CS.
18 DefTec Flameless Expulsion OC.
20 DefTec Maximum HC Smoke.

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 20 canisters of each type.

B. Cost

DefTec Flameless Tri-Chamber CS - $45 per canister.
DefTec Flameless Expulsion CS - $48 per canister.
DefTec Flameless Expulsion OC - $49 per canister.
DefTec Maximum HC Smoke - $38 per canister.

C. General Description

Canisters designed to deliver a payload of chemical agent for a variety of less-lethal situations.

D. Manufacturer's Description

DefTec #1032 Flameless Tri-Chamber CS canister:
The design of the Tri-Chamber Canister allows the canister to burn within an internal can and disperse the chemical agent safely with reduced risk of fire. The canister is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This canister will deliver approximately 0.7 oz of agent during its 20-30 second burn time. The Tri-Chamber Flameless Canister can be used in crowd control as well as tactical situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. The purpose of the Tri-Chamber Flameless Canister is to minimize the risk to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Canister offers the option of delivering a pyrotechnic chemical device indoors, while minimizing or negating the chance of fire to the structure.

DefTec #1082 Flameless Expulsion CS canister:
The CS Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical canisters, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65 inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

DefTec #2040 Flameless Expulsion OC canister:
The OC Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical canisters, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65

inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

DefTec #1069 Maximum HC Smoke canister:
The Military-Style Maximum Smoke canister comes from the Defense Technology #3 smoke canister. It is a slow burning, high volume, continuous discharge canister designed for outdoor use in crowd management situations. Emits red or yellow smoke for approximately 1.5 to 2 minutes.

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed below are launched as a projectile; the munitions listed in this section are hand-delivered canisters.

F. Authorized Use

Situations for use of the less lethal weapons systems may include, but are not limited, to:

- Dangerous or combative individuals
- Riots, civil unrest, hostile crowds
- Circumstances where a tactical advantage can be obtained
- Potentially dangerous animals
- Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force
- Training exercises or community outreach events

G. Expected Lifespan

5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing chemical agents are trained in their use by POST-certified less-lethal instructors.

J. Legal and Procedural Rules

Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).

K. Mutual Aid

Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

9 **40mm Launchers and Rounds**

A. Quantity

2 DefTec LMT single-shot launchers.
1 MilKor Multi-launcher.
50 Exact Impact rounds.
25 Liquid Barricade rounds.
14 Spede-Heat rounds.
16 Skat Shell rounds.

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 30 rounds of each type.

B. Cost

DefTec launchers: $1,000 per launcher.
MilKor multi-launcher: $4,265.
Exact Impact rounds: $18 per round.
Liquid barricade rounds: $23 per round.
Spede-Heat rounds: $30 per round.
Skat-Shell rounds: $28 per round.

C. General Description

40mm Launcher: A class of devices designed to launch rounds 40mm in diameter

40mm Round: A class of low-velocity rounds designed for use in less-lethal situations

D. Manufacturer's Description

DefTec launcher:
The 40mm Single-Shot launcher is a single-shot launcher that features an expandable stock and a light rail. It will fire standard 40mm less lethal munitions up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round to varied distances and is only authorized to be used by approved and trained personnel.

MilKor M32A1 40mm multi-launcher:
The M32A1 is a handheld, gas plug operating, semi-automatic, revolving action, 40mm multi-shot grenade launcher (MSGL). The MilKor, USA 40mm MSGL is the highest quality, safest and most high performing 40mm MSGL on the market domestically and internationally.

DefTec #6325 Exact Impact Sponge round:
A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm canister launcher with a rifled barrel at 325 fps. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Exact Impact sponge round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

DefTec #2260 Ferret Liquid Barricade round:
A less-lethal 40mm round designed to penetrate barriers such as windows, hollow-core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside a structure or vehicle. In a tactical deployment situation, the 40mm ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

DefTec #6182 Spede-Heat CS Short Range round:
The Spede-Heat CS short-range munition delivers one chemical canister of CS agent from a 40mm launcher up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd.

DefTec #6172 Skat-Shell CS round:
The Skat-Shell round is a 40mm round designed to deliver multiple canisters of a chemical agent from a 40mm launcher. It is designed for outdoor use and has fire-producing capabilities with a maximum range of 80-100 yards. The Skat-Shell is widely used as a crowd

management tool for the rapid and broad deployment of a chemical agent by a singer grenadier. The Skat-Shell contains four separate and smaller munitions.

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed here are launched as a projectile; the munitions listed in the previous section are hand-delivered.

F. Authorized Use

Situations for use of the less lethal weapons systems may include, but are not limited, to:

- Dangerous or combative individuals
- Riots, civil unrest, hostile crowds
- Circumstances where a tactical advantage can be obtained
- Potentially dangerous animals
- Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force
- Training exercises or community outreach events

G. Expected Lifespan

Launchers: 15 years.
Rounds: 5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST-certified less-lethal instructors.

J. Legal and Procedural Rules

Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).

K. Mutual Aid

Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

AB-481 Law enforcement and state agencies: military equipment: funding, acquisition, and use. (2021-2022)

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Date Published: 10/01/2021 09:00 PM

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. Funding, Acquisition, and Use of Military Equipment

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) "Type" means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 16.

Agenda Item: Travel Authorization - California Tahoe Alliance Advocacy Days, Sacramento, April 19-20, 2022

Executive Summary: The City Clerk was notified of an opportunity for the Mayor and Mayor Pro-Tem to attend the California Tahoe Alliance Advocacy Days, Sacramento, April 19-20, 2022. Per City Council Protocols, the City Clerk is seeking authorization for attendance.

Requested Action / Suggested Motions: Pass a Motion authorizing Mayor Middlebrook and Mayor Pro-Tem Creegan to attend the California Tahoe Alliance Advocacy Days in Sacramento. The estimated cost per person is $550.
Responsible Staff Member: Susan Blankenship, City Clerk

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

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

Attachments:

01-Staff Report-California Tahoe Advocacy Days Sacramento.docx
02-CTA Advocacy Day Schedule

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

Meeting Date: April 5, 2022

Title: Travel Authorization – California Tahoe Alliance Advocacy Days, Sacramento, April 19-20, 2022

Location: Sacramento

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

Background: On March 17, 2022, Assistant to the City Manager, Lindsey Baker, notified the City Clerk of an opportunity for the Mayor and Mayor Pro-Tem to attend the California Tahoe Alliance Advocacy Days, Sacramento, April 19-20, 2022. Per City Council Protocols, the City Clerk is seeking authorization for attendance.

City Council Protocols – City Council Travel
General Travel on Behalf of the City: *Councilmembers traveling on behalf of the City expecting reimbursement of expenses must first obtain approval of the travel by the City Council and coordinate their travel through the City Clerk's Office who will generally charge all expenses to the City (rather than reimburse Councilmembers). As noted in the policy any unused reservation will be paid for by the Councilmember.*

Financial Implications: Mayor Middlebrook and Mayor Pro-Tem Creegan would be provided hotel accommodations (2 nights) and additional travel per diems (meals, parking, and incidentals) at an estimated $550. There are no registration fees to attend.

City Council Budget for Travel has a remaining balance of $5,531.21 (total adopted budget amount $6,000, not including mid-year adjustments).

Policy Implications: The discussion of Councilmember attendance conforms to City Council Protocols.

California Tahoe Alliance Advocacy Days
April 19, 2022

9:30am	Organizational Meeting
10:20am	Assemblymember Frank Bigelow
11:00am	Hugh Bower, Chief of Staff Assemblymember Kevin Mullin
11:30am	Assemblymember Eduardo Garcia
1:30pm	Secretary Wade Crowfoot California Natural Resources Agency
2:15pm	Senator Bob Wieckowski
3:00pm	Nathaly Teran, Senior Legislative Aide Assemblymember Luz Rivas

April 20, 2022

8:30am	Senator John Laird
9:00am	Assemblymember Richard Bloom
10:00am	Lilly Udang, District Director Senator Susan Talamantes Eggman
10:30am	Assemblymember Megan Dahle
11:00am	Pablo Garza, Chief Consultant Assembly Water, Parks & Wildlife [for Assm. Bauer-Kahan]
11:30am	Assemblymember Mark Stone
1:00pm	Senator Brian Dahle

Updated 3.30.2022

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 17

Agenda Item: Agreement with Walker Consultants for the City Parking Garage Access and Revenue Control System and Modification Project

Executive Summary: The City Parking Garage on Bellamy Court was constructed nearly 20 years ago. This project will provide conduct a condition assessment of the current structure and operational issues, evaluate existing circulation patterns and access and revenue control system and prepare construction documents for remedial and structural upgrades, revenue and access control upgrades, electric vehicle upgrades, parking space counting system, and provide project management for the recommended upgrades.

Requested Action / Suggested Motions: Acting as the South Tahoe Joint Powers Parking Financing Authority, Pass a Resolution authorizing and directing the Chair to execute Professional Services Agreement with Walker Consultants in the amount of $187,230, and appropriating $205,953 (including contingency) into the Parking Garage Revenue Expense Account for the Parking Garage Access and Revenue Control System and Modification Project.
Responsible Staff Members: Anush Nejad, Director of Public Works, Scott Crivelli, Detective Sergeant, and Olga Tikhomirova, Finance Director

Responsible Staff Member: Anush Nejad, Director of Public Works - (530) 542-6031
Scott Crivelli, Detective Sergeant - (530) 542-6130
Olga Tikhomirova – (530) 542-7431

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

Attachments:

01-Staff Report - Parking Garage Services.docx
02 - Proposal_Walker.pdf
03 - Professional_Services_Agreement_ Walker.pdf
04-Resolution - STJPPFA Parking Garage.docx

City of South Lake Tahoe
Report to **South Tahoe Joint Powers Parking Financing Authority**

Meeting Date: April 5, 2022

Title: Professional Services Agreement with Walker Consultants for the City Parking Garage Access and Revenue Control System and Modification Project

Location: Bellamy Court, South Lake Tahoe, CA

Responsible Staff Member: Anush Nejad, Director of Public Works - (530) 542-6031
Scott Crivelli, Detective Sergeant - (530) 542-6130
Olga Tikhomirova – (530) 542-7431

Background: In November 2013, the South Tahoe Joint Powers Parking Financing Authority issued $7,735,000 of Parking Revenue bonds to refund the bonds issued in 2002 to finance the acquisition and construction of an approximately 410-space parking facility. The bonds are secured and paid from the net operating revenue of the garage, special tax revenue levied in CFD No. 2001-1, and debt service reserve funds. Operating revenue is derived from all sources of income which includes parking rents, passes, fees, and charges. Hourly usage revenue constitutes the majority of revenue. Additionally, the Authority offers a range of monthly and seasonal passes, as well as offering storage spaces and validations for Heavenly Village merchants.

The City Parking Garage on Bellamy Court was constructed nearly 20-years ago and is in need of upgrades and improvement. Currently, the City Parking Garage is operated by the Police Department and is maintained by Public Works Department with assistance from an outside contractor for custodial services. Based on evaluating existing operational issues related to site circulation, revenue collection system, and the need for EV charging stations, the Public Works Department prepared a Request for Proposal to retain a qualified firm to address the current operational deficiencies.

Issue and Discussion: Recognizing the need for evaluation and upgrades to the parking garage to improve operational efficiency and address safety issues, staff began soliciting firms' qualifications to retain a qualified consulting firm for the required services.

This project will include condition assessment of the current structure and operational issues, evaluation of existing circulation patterns and access and revenue control system, preparation of construction documents for remedial and structural, revenue and access control, electrical vehicle (EV) station upgrades, and parking space counting system. The total anticipated outcome of this effort will be in the range of $1 million.

Staff released a Request for Proposals (RFP) for professional parking consulting services on December 8, 2021, through the Planet Bid. The RFP scope included the following major elements:

1. Condition Assessment of Existing Parking Structure
2. Evaluation of on-site circulation
3. Evaluation of Parking Access and Revenue Control System
4. Evaluation of Electric Vehicle Charging Station for the Parking Garage
5. Evaluation of Space Counting and Dynamic Parking Availability signs on Heavenly Way/US 50
6. Preparation of Contract Documents for all recommended improvements
7. Project Management and Support Services for the Implementation of the project.

Three hundred sixty-seven (367) vendors were notified. Thirty-two (32) firms registered as bidders and downloaded the RFP documents.

The Department of Public Works received electronic submittals on January 28, 2022. The City received four (4) proposals. *Table A* below lists the firms who submitted qualifications.

	Firm	**Location**
1	ACE Parking	San Diego, CA
2	Dixon Resources Unlimited	San Diego, CA
3	Walker Consultants, Inc.	San Francisco, CA
4	Watry Design, Inc.	San Jose, CA

Table A – Firms submitting Proposals

All submittals received were distributed to four (4) members of the City's evaluation team: Finance Department, Police Department, and Public Works staff members. Each one of the team members independently evaluated, then numerically scored each proposal based on criteria outlined in the RFP. Two firms were selected for an interview with follow-up questions and clarification. The scores of the evaluators were then added to achieve a cumulative score which provided the ranking.

Table B below lists the scoring/rank.

Rank	**Firm**	**Cumulative Score**
1	Walker Consultants, Inc.	360.0
2	Dixon Resources Unlimited	335.0
3	Watry Design, Inc.	317.0
4	ACE Parking	258.0

Table B – Cumulative Score and Rank

Upon review and scoring of the proposal submitted by Walker Consultants, Inc. and subsequent discussion, staff has determined Walker Consultants is capable and effectively understands the scope of work required to provide the services needed for the project as specified by the City. Per the RFP requirements, staff negotiated the final scope and fee (Attachment 02 – Final Proposal). *Table C* details the cost breakdown by Major Task.

	Task	Cost
1	Kick-Off Meeting	$6,960
2	Monthly Coordination Meetings	$15,740
3	Parking Conditions Assessment Report	$13,210
4	Evaluation of Circulation Pattern	$2,400
5	EV Charging Stations Design	$40,160
6	Parking Access and Revenue Control	$34,560
7	Program Management and Project Delivery	$30,365
	Direct Costs (10 Site Visits)	$5,000
	Laboratory Materials Testing	$1,500
	Optional Grant Writing (T&M)	$10,000
	Total	**$187,230**

Table C –Plan Review Services Cost Breakdown by Major Task

Financial Implications: The Authority has a financial obligation to its bondholders to maintain a garage that is functional and yet financially self-sustaining. The future of the garage depends on having a structure that the community and visitors can safely use and rely on.

Currently, the proposed project is unfunded. Staff is recommending the appropriation of $205,953 for the Professional Services Agreement (PSA) with Walker Consultants, including a project contingency (10%), into the Parking Garage Expense Account 520-05320-42030 - Technical Services. Along with the projected future cost for anticipated repairs and improvements, this effort could result in up to $1.2 million in total expense.

The accumulated unrestricted cash balance in the Parking Garage fund as of the City's most recent fiscal year ended September 30, 2021, was approximately $3.0 million. The expense appropriation for the PSA with Walker Consultants will reduce this balance to approximately $2.8 million. There will be no impact on the current fiscal year 2021-22 net revenues that are required for the bond debt service.

It has been staff's intent to take advantage of the early payoff option for the 2013 Parking Garage Refunding bonds as this could free up future parking garage revenues for other projects. The earliest date for the early payoff option is December 1, 2023. The total amount required for the bonds payoff on that date is approximately $5.7 million. The projected available cash balance after the contract cost, but before the projected additional $1.0 million in anticipated cost for repairs and improvements and including the restricted cash balance in the supplemental fund with the fiscal agent, is $4.8 million at the close of Fiscal 2022-23 which is approximately $0.9 million below the required payoff amount. Expense appropriations for the potential and projected repairs and improvements (estimated at $1 million) will further increase this gap.

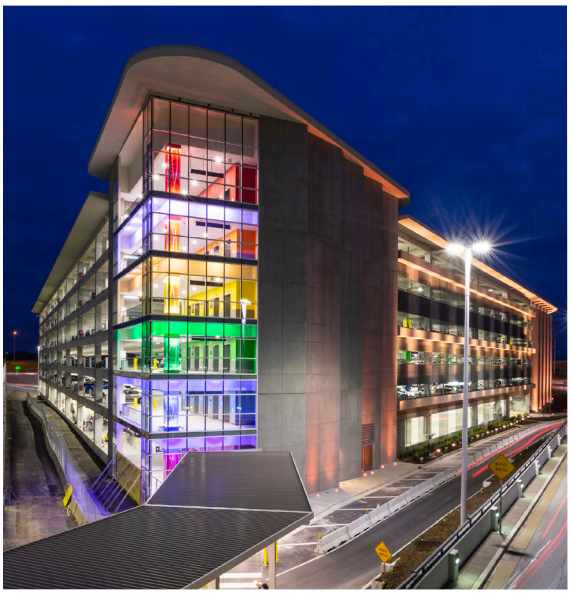
The historical conservative range of net revenues for the parking garage excluding the two highest years and one lowest year (2018 and 2019, and 2021 respectively, to avoid possible anomaly), is between $500K and $800K after the bond debt service. Should the Authority decide to move forward with the improvements in the range of $1 million, the next earliest date for the Parking Garage bonds early payoff is forecasted around September 2026.

This information is provided for the purpose of assisting the Authority in its decision regarding current and future parking garage improvement projects.

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

Policy Implications: This project advances the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.5 (Carbon Neutrality)** to implement various projects to reach the City's 100% renewable energy and Climate Action Plan goals, including building robust EV charging infrastructure by 2025.
- **Action Item 5.3 (Infrastructure and Maintenance)** actively seeking funding to develop sustainable infrastructure projects based on the prioritized capital improvement project list.



Prepared for the City of South Lake Tahoe

Revised Proposal for City Garage Parking Access and Revenue Control System and Modification Project

March 7, 2022

Prepared by
601 California Street, Suite 820
San Francisco, CA 94108
415.644.0630
walkerconsultants.com

WALKER CONSULTANTS

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601 California Street, Suite 820
San Francisco, CA 94108
415.644.0630 walkerconsultants.com

January 28, 2022

Anush Nejad
Director of Public Works
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

Re: Proposal for City Garage Parking Access and Revenue Control System and Modification Project

Dear Mr. Nejad:

It's important to City of South Lake Tahoe that the prime contractor is experienced in providing clear guidance for stakeholders as our work sets the direction for critical site, operations, and vehicular movements. It's equally critical that the contractor provide expertise on recommendations for pedestrian (guest and tenant) access and safety. The City is seeking a consultant who can bring years of experience with parking functional design, condition assessments, facility operations, and an advanced understanding of technologies in parking structures. The team at Walker Consultants ("Walker") is considered the preeminent industry leader in parking planning, design, operations and technology. We are qualified and confident in our ability to exceed the expectations of the Parking Garage in the service of this contract.

Walker has assembled a team of highly qualified individuals for this project. Our Managing Principal, Justin Chang, is a registered architect with over 20 years of parking consulting. Walker's project manager, Peter Filice, has been providing technology consulting on many of our most challenging projects. In addition to our local team of consultants, your project will benefit from our national resources. Our team possess over 100 years of combined parking experience. They know parking functional design and the planning that it takes to deliver a great project. This team will also be supported by 300 Walker Consultants employees throughout our eighteen offices. We have consulted on projects for hundreds of municipal projects throughout our 55-year history.

Our goal is to provide a quality service that will ensure the goodwill and respect of our clients and provide our services in a manner whereby our clients recognize that we are one of the best firms they have worked with. We have provided cost-effective parking solutions for our clients across the United States. Our proven commitment to meeting our client's needs has resulted in an over 85% client return rate.

Our depth of talent and multi-disciplined team of technical professionals is ready to serve the City of South Lake Tahoe and all stakeholders. Walker's proposal shall remain valid for a period of not less than 120 days from the date of submittal. Thank you for considering Walker.

Sincerely,

WALKER CONSULTANTS

Justin M. Chang, AIA, LEED AP BD+C
Managing Principal
jchang@walkerconsultants.com
415.830.3175

B. Executive Summary

Executive Summary

Walker Consultants provides planning, design, engineering, financial analysis, forensics, restoration and consulting for the built environment. For this project we have assembled a team of experienced experts to address all the elements of the project outlined in the RFP. Our team will be led by Justin Chang and Peter Filice who are both located in our San Francisco office. Our firm and staff qualifications and resumes are included within the proposal.

The scope of services requested by the City of South Lake Tahoe for the City Garage Parking Access and Revenue Control System and Modification project are uniquely suited to the experts within Walker Consultants. The parking structure, located at One Bellamy Court, plays a crucial role in the operations of the Heavenly Village. This unique facility, serving visitors and skiers alike, requires it to be intuitive and convenient to operate efficiently and profitably.

Our proposal covers the 5 major elements of work outlined in the RFP; 1) the structural condition appraisal and report, 2) traffic circulation and congestion mitigation, 3) parking access and revenue control systems, 4) EV charging system replacement and upgrades, and 5) program management. Our proposed workplan includes meetings and discussions with city staff, on-site condition assessments, material testing, analysis, development of recommended solutions, and finally preparation of construction documents, bidding and construction administration support. Our schedule for performing this work can be easily accomplished within the city's stated completion milestones.

Walker has brought on ECOM Engineering as a sub-consultant to provide electrical engineering for the project. We believe their experience and close proximity to the project site to be a great benefit in coordinating with Liberty Energy.

Our fee proposal covers the full scope of work requested in the RFP and is based on our experience performing similar projects and on the anticipated level of repairs and upgrades needed to complete all work. We can also assist the city with budgeting and financing strategies to facilitate completing the work in the most expedient and economical manner.

C. Company History, Background and Experience

Company Profile

Walker Consultants provides planning, design, engineering, forensics, restoration and consulting for the built environment.

Our experts have been advancing industry standards since we began in 1965. We are a 100% employee-owned company that takes pride in the value we provide our clients through integrity, honesty, and excellence.

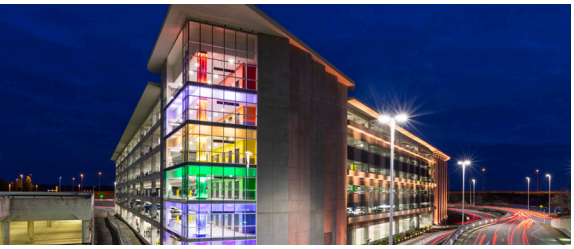
Walker possesses a strong foundation as an industry leader in all aspects of parking consulting that encompass operations, technology, and mobility solutions. We offer our clients a wide spectrum of specialists and renowned experts from within the transportation industry who can bring effective and practical solutions to complex challenges.

Our abilities reach far beyond parking and mobility and include highly experienced forensic engineers who provide investigative assessments, creative repair solutions, and litigation support on all types of facilities around the world impacted by natural events as well as design or construction defects.

Additionally, we are among the largest providers of restoration and building envelope services in the industry. The combination of our structural engineering and architectural design excellence, building science experts, and vast geographic presence make Walker the first choice for these specialized services throughout the country.

Offices	25
Staff	325
States	50
Countries	20
Repeat Customers (%)	85

Parking Design



Established in 1965 as a structural engineering firm, Walker rapidly morphed into a parking design and consulting firm and by the 1980s was the leading parking consulting firm in the United States.

Walker's experience results in functional, attractive and future-proof parking facilities.

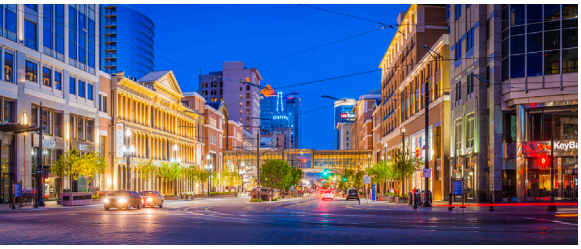
Parking structures need not be unattractive. Walker's experience with structural and architectural systems results in attractive facilities that are well above industry standards, are functional and architecturally supportive of any development.

With today's rapidly changing landscape of Ride Apps, new mobility options, autonomous and electric vehicles, and sustainability, parking facilities must be designed with flexibility to accommodate new usage patterns and vehicle characteristics. Throughout all this change, parking facilities must still be designed to be efficient, user-friendly, durable and cost-effective. An efficient functional concept is the foundation for a well-designed facility, and that begins with understanding the requirements of the facility's users today and in the future.

Walker's creative design personnel, coupled with more than 55 years of experience, will develop a functional plan that addresses these and other unique requirements, resulting in a facility that will function well today and decades into the future.

- Architecture & Engineering
- Functional Design
- Queuing Analysis
- Wayfinding/Signage
- Adaptive Reuse
- Automated Parking Guidance Systems (APGS)
- Automated Vehicle Storage and Retrieval Systems (AVSRS)
- Autonomous Vehicles
- Parking Access and Revenue Control Systems (PARCS)
- Traffic Simulation
- Sustainability
- ParkSmart Certification
- Design-Build Project Delivery

Planning & Mobility



Whether a downtown district, commercial development, event venue, airport, hospital, university campus, or one-of-a-kind unique land use, Walker creates value for clients by performing analyses and developing plans that efficiently move people where they want to go.

Walker crafts plans with both owners and users in mind.

Planning

Meeting the needs of owners and users is the centerpiece of Walker's parking and transportation planning services. This often includes interpreting and improving public policy with hands-on experience and implementable solutions.

- Airport Landside Plans
- Bicycle and Pedestrian Plans
- Mobility Studies and Plans
- Municipal Code Studies and Updates
- Parking Supply/Demand
- Shared Parking Plans
- Transportation Demand Management Plans (TDM)
- Parking Allocation and Pricing Strategies

Curb Management

From an increase in pick-ups and drop-offs to new ways to get around like shared bikes and scooters, curb space must be managed to ensure accessibility, safety, and circulation.

Walker aligns public and private sector goals so that communities can offer more equitable access among different users, improve level of service for everyone, collect data on transportation behaviors, and create a sustainable revenue source.

Financial Feasibility

Our market, economic and financial feasibility studies have assisted owners with securing more than $2 billion in financing on projects involving virtually all land use types that feature paid parking.

- Due Diligence Studies of Parking Assets
- P3 Parking Asset Monetization
- Parking Market and Financial Studies
- Financing and Bond Documents

Operations & Technology

Walker's staff is comprised of experienced former public and commercial parking operators that provide firsthand expertise and best practices for operations and technology plans.

Walker will identify the right policies and technologies for your needs.

Operations

Our operations specialists have decades of commercial and public-sector parking operations and management experience. Having operated garages, surface lots, valet operations and on-street parking systems for both public and private asset owners, Walker's experts can improve the efficiency of your parking operation with:

- Operational Audits and Plans
- Parking Operator RFPs
- Curb Management Plans
- Valet Parking Plans
- On-Street Parking Operations, Enforcement, Technology, and Policy

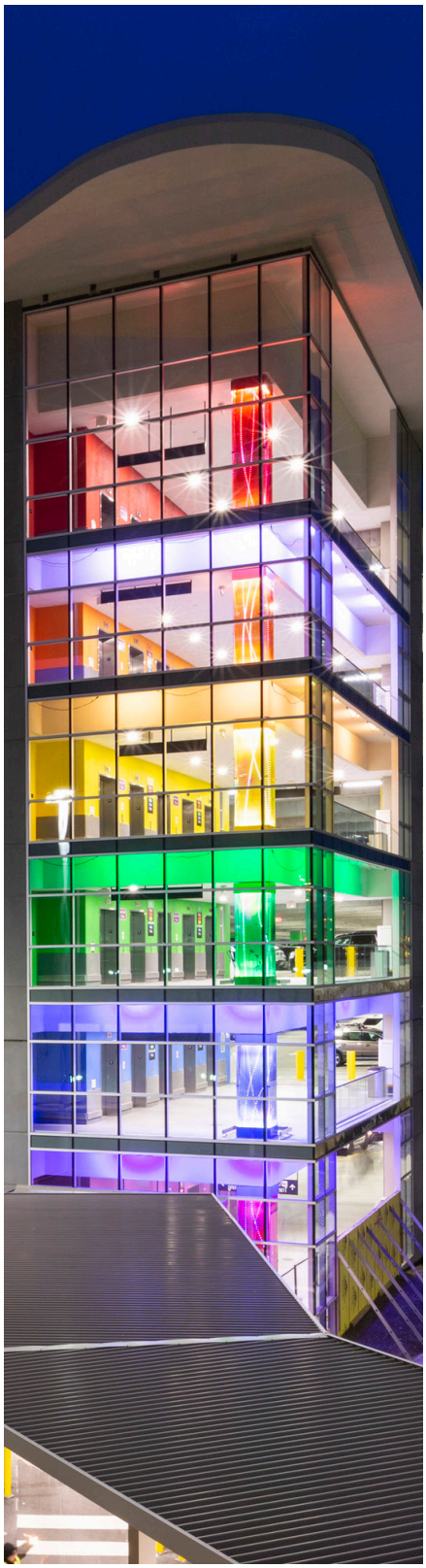
Technology

Technologies for managing vehicle parking continue to evolve as app-based controls and future autonomous vehicles shape the transportation landscape.

Our parking management systems consultants have helped hundreds of owners implement new systems for managing vehicles in complex, multi-modal environments. Each year Walker commits substantial resources to researching and analyzing parking management and guidance systems. We meet with vendors and visit installations to gain first-hand knowledge of products and services to get beyond the "buzz" and offer in-depth comparisons and recommendations. We also provide construction documents, specifications, and installation support.

- License Plate Recognition (LPR)
- Reservation Systems and Apps
- Collection Security Analysis
- On-Street Parking System Designs
- PCI Compliance
- Procurement Of PARCS, APGS, Parking Meters, and Enforcement Technologies

Services



Parking Design

- Architecture & Engineering
- Functional Design
- Queuing Analysis
- Wayfinding/Signage
- Adaptive Reuse
- Automated Parking Guidance Systems (APGS)
- Automated Vehicle Storage and Retrieval Systems (AVSRS)
- Autonomous Vehicles
- Parking Access & Revenue Control Systems (PARCS)
- Traffic Simulation
- Sustainability
- ParkSmart Certification
- Design-Build Project Delivery

Planning & Mobility

Planning

- Airport Landside Plans
- Bicycle and Pedestrian Plans
- Mobility Studies and Plans
- Municipal Code Studies and Updates
- Parking Supply/Demand
- Shared Parking Plans
- Transportation Demand Management Plans (TDM
- Parking allocation and pricing strategies

Curb Management

- Data Collection and Inventory
- Stakeholder Engagement
- Curb and Loading Zone Planning and Design
- Curb Access Fees, Financial Modeling, and Implementation
- Vendor RFPs and Agreements

Financial Feasibility

- Due Diligence Studies
- Market and Financial Analyses
- P3 Monetization

Operations & Technology

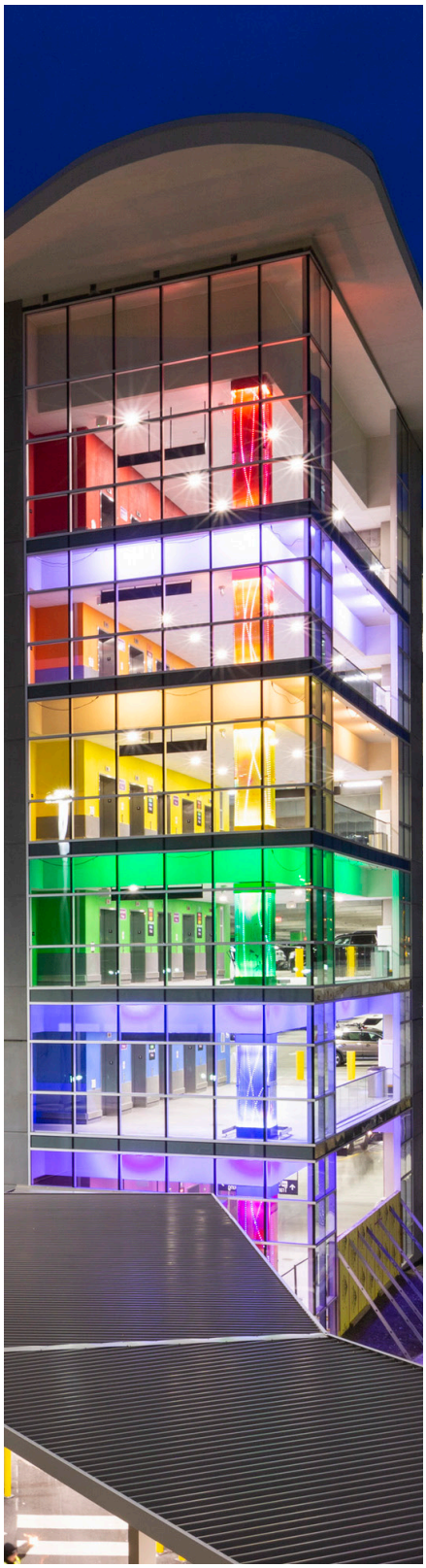
Operations

- Operational Audits & Plans
- Parking Operator RFPs
- Curb Management Plans
- Valet Parking Plans
- On-Street Parking Operations, Enforcement, Technology, and Policy

Technology

- License Plate Recognition (LPR)
- Reservation Systems and Apps
- Collection Security Analysis
- On-street parking system designs
- PCI compliance
- Procurement of revenue and enforcement technologies

Services, continued



Forensics & Restoration

- Asset Management Plans
- Advanced Structural Analysis
  - Fire Analysis and Passive Fire Protection (PFP) Optimization
  - Impact and Drop Object Analysis
  - Modeling and Advanced Analysis
  - Seismic and High Wind Analysis and Strengthening
- Blast Analysis, Design, and Retrofit
- Diagnostics & Testing Consulting
- Due Diligence Surveys
- Foundation Repairs and Evaluations
- Investigations and Assessments
- Litigation/Claim Support and Expert Testimony
- Maintenance Programs
- Non-Destructive Testing
- Post-Tensioning Evaluation
- Repair Design and Construction Documents
- Structural Strengthening
- System Upgrades

Building Envelope

- Building Envelope Testing
- Façade Access Davit & Anchor Testing
- Design Peer Review
- Fenestration Consulting
- Construction Monitoring and Third-Party Review
- Waterproofing Design
- Building Science
- Façade Design and Restoration
- Roofing Design and Repairs
- Plaza Design and Remediation
- Commissioning

COMPANY SNAPSHOT

History:

- Established in 1997 by Eric C. Johnson, P.E. and Mark S. Schlenker
- Full Electrical Engineering, Low Voltage and Reusable Energy Design Services
- Located in Sacramento, California
- ECOM Engineering, Inc.'s staff currently consists of (five) Principals overseeing and managing projects, (five) project engineers, (one) CAD specialists and (two) administrative staff.
- Registers California Small Business. Expires 02/28/2022
- SMUD SEED Registered
- SAM Registered
- DUNS #010439235
- DIR #PW-LR-1000754110

Market Sectors:

- Commercial Offices
- Data Centers
- Federal/City/County
- Healthcare-Largest Market Segment
- Higher & K12 Education
- Renewable Energy

Design Services:

- Access Control
- Arc Flash Studies
- Audio/Visual Systems
- Battery and Inverter Upgrades
- CCTV (Video/IP & Analog)
- Communications (Voice/Data/Fiber/Outside Plant Cabling)
- Emergency Power
- Energy Management
- Fire/Life Safety
- Generators
- Intercom/Paging
- Lighting
- Nurse Call
- Power
- UPS and Battery Systems
- Wireless Communication System Designs

Professional Affiliations:

- 7X24 Exchange
- Academy of Architecture for Health (AIA)
- American Association of Industrial Security Building Industry (AAISBI)
- Building Industry Consulting Services International (BICSI)
- California Society for Healthcare Engineering (CSHE)
- Construction Specifications Institute (CSI)
- Institute of Electrical and Electronics Engineers (IEEE)
- International Association of Electrical Inspectors (IAEI)
- National Fire Protection Association (NFPA)
- National Society of Professional Engineers (NSPE)
- Real Estate and Construction (RECON)
- Society of Marketing Professional Services (SMPS)

State Licenses:

- Arizona Registration # 65997
- California Registration # E15404
- Hawaii Registration # 16175
- Nevada Registration # 12859
- Oregon Registration # 89376
- Texas Registration # 117548

ECOM Engineering, Inc.
1796 Tribute Road, Suite 100
Sacramento, CA 95815
916 641-5600

www.ecomeng.com

D. Project Manager and Project Team

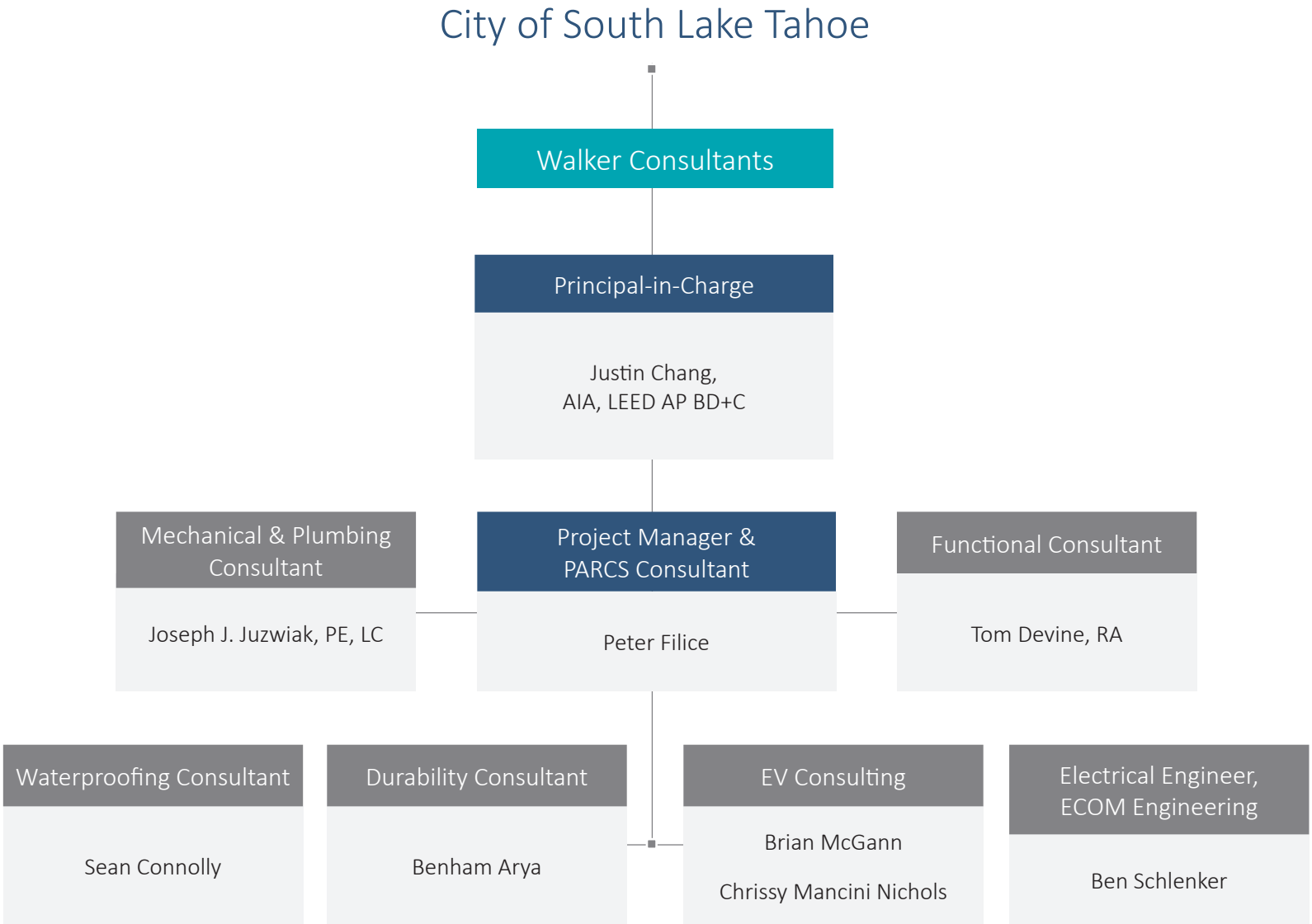
Project Manager and Project Team

Walker plans for this project to be managed by Senior Consultant Peter Filice, based out of our San Francisco office, whose resume is attached to this proposal. Peter is highly experienced in parking operations and technology and will plan to drive to South Lake Tahoe as needed for on-site visits. He was the Project Manager for the 50 W. San Fernando and Masonic Auditorium PARCS projects listed in our references, as well as many other PARCS and APGS projects outside of Northern California. In addition to his role as Project Manager, Peter will also be the lead consultant on the PARCS system evaluation and design.

The other Walker and ECOM personnel intended to be engaged on this project include the following and their resumes are also attached.

Project Team Organization

The success of your project will depend upon a wide variety of factors. No factor is more important than the people that will work on the project. The team we have assembled for your project has been carefully selected to provide the specialized services that your project requires. Our team clearly understands your project needs and requirements.



Peter Filice

Project Manager/Senior Consultant

Peter joined Walker after 4 years of leadership positions at a parking technology vendor, and prior to that 20 years of experience with software and cloud-based solutions at Oracle and TimesTen.

Based out of the San Francisco office, he covers primarily Northern California and the Pacific Northwest as well as other areas of the US with expertise in parking technology solutions across multiple vertical markets – municipal, university, Class A commercial garages, hotel, event and stadium, on-street, mixed-use, and airport. In particular, Peter has deep expertise in Automated Parking Guidance Systems (APGS) and Parking Access and Revenue Control Systems (PARCS).

Peter designs and implements parking systems and technology improvements for public and private entities across his region. He also applies and advises on industry best practices for IT, cloud and networking. He has a passion for ensuring that projects are addressed in an organized and comprehensive manner, complemented by his strong listening and communications skills.

Key Experience

Technology-based solutions

Access and revenue control

Education

Bachelor of Science, Electrical Engineering and Computer Science, Santa Clara University, Santa Clara, CA

Master of Science, Electrical Engineering, Santa Clara University, Santa Clara, CA

Affiliations

California Public Parking Association (CPPA)

International Parking & Mobility Institute (IPMI)

National Parking Association (NPA)

Pacific Intermountain Parking and Transportation Association (PIPTA)

Project Highlights

Intuit Dome
Inglewood, CA
PARCS/APGS Lead Consultant
PARCS and APGS system design and specification and procurement support for three new construction above ground garages at the Intuit Dome, the new home of the LA Clippers NBA team.
Project Completion: Currently underway and in procurement phase.

Nob Hill Masonic Center
San Francisco, CA
Project Manager and Lead Consultant
PARCS system replacement and upgrade for an underground garage under the Masonic Auditorium.
Project Completion: December 2021

Bay Area Rapid Transit District (BART)
Oakland, CA
Project Manager and Lead Consultant
LPR-enabled parking payment machine upgrade project, assessing requirements and feasibility.
Project Completion: December 2021

Boise International Airport
Boise, ID
PARCS/APGS Lead Consultant
PARCS and APGS system design and specification for a new construction above ground garage at the airport.
Project Completion: Currently underway and in procurement phase.

Fresno-Yosemite International Airport
Fresno, CA
Project Manager and Lead Consultant
APGS system design, procurement and construction administration for a new construction above ground garage at the airport.
Project Completion: December 2021

580 Dubuque
San Francisco, CA
PARCS Consultant
PARCS system design and specification for a new construction underground garage beneath an office complex.
Project Completion: December 2021

Justin Chang, AIA, LEED AP BD+C

Managing Principal

Justin Chang brings over 20 years of Project Architect experience to Walker Consultants. He joined Walker in 2006 and is currently serving as the Managing Principal for the San Francisco office. He has experience managing projects from conceptual studies and design documentation through to construction of large-scale mixed-use buildings.

Justin's responsibilities include client interface, technical consulting, coordination of architectural design, and budget/schedule management. He is experienced in parking functional design, parking alternatives development and analysis, complete design and construction administration of parking structures. Justin also has extensive experience developing parking alternatives analyses for educational, municipal, and private sector client types.

As a LEED Accredited Professional, Justin understands the rating system and the current practices for attaining sustainability in parking structure construction. He is also an Autodesk Revit Architecture Certified Professional and is actively involved with guiding the direction of Building Information Modeling use within the firm.

Key Experience

Parking Functional Analysis

Design – Build Project Delivery

Building Information Modeling (BIM)

Education

Bachelor of Architecture, Pratt Institute

Bachelor of Science, Architecture, Northeastern University

Registrations

Registered Architect in the states of California, New York, and Maryland

Affiliations

American Institute of Architects

LEED Accredited Professional, BD+C

Autodesk Revit Architecture Certified Professional

Project Highlights

Developer/Private/Corporation

Microsoft Campus Refresh
Redmond, WA (Ongoing)
Walker has been working with Microsoft to provide parking consulting services for the Microsoft Campus Refresh development program. The program envisions constructing 2.9 million square feet across 17 new buildings, with 7,200 below grade parking spaces. As project manager, Justin is responsible for client interface, technical consulting, coordination of architectural design, and budget/schedule management.

Education

California State University, Los Angeles – Parking Structure E
Los Angeles, CA (2020)
Justin serves as the Project Manager for Walker's functional design/structural engineering services for the new construction of a 4-level 1,650 space parking structure. This project utilizes a modified Design-Build project delivery method called Collaborative Design-Build.

Tom Devine, RA

Project Manager

Tom has over 15 years of project management experience with a wide range of project types from commercial retail to education and the public sector. He is experienced in the construction documentation, permitting and contract administration of parking structures. Tom has managed projects throughout all phases of a project's development from schematic design through to construction and occupancy. As an architect, he has provided these services for education (K-12) projects, commercial retail building developments over 100,000 square feet, as well as large-scale solar installations.

He is a LEED Green Associate and a Parksmart Advisor under the International Parking Institute's partnership with the USGBC and up-to-date on the latest developments affecting the recognition of the sustainability of parking garages under the Green Building Certification Institute (GBCI).

Key Experience

Functional Design

Project Management

Contract Administration

Education

Bachelor of Arts, Architecture, University of California, Berkeley

Registrations

Registered Architect in the state of California

Affiliations

LEED Green Associate

Parksmart Advisor

Project Highlights

Developer/Corporation/Private

Ilani Casino Parking Structure
Ridgefield, WA (2020)
Functional design and structural engineering for 6-level level, 2,700-space parking garage

Government

Richards Boulevard Office Complex
Sacramento, CA (Active)
Functional design for 5-level, 1,020 space parking garage and an additional 400 surface parking spaces

Healthcare

Kaiser San Rafael
San Rafael, CA (Active)
Functional design and structural engineering for Los Gamos parking structure

Behnam Arya, PhD, PE

Senior Consultant

Dr. Behnam Arya has more than 20 years of experience in analysis, design and investigation of structures during which he has directed investigation projects to determine the cause of structural damage/failures due to earthquakes, extreme winds, flood, fire, vibrations, adjacent construction activities, construction defects and design errors. Behnam has extensive experience in destructive and non-destructive structural testing. He has performed numerous advanced computer models and analyses for seismic hazard mitigation and structural failure investigations.

Behnam actively participates in professional and technical committees and has published more than 30 papers in refereed journals and conference proceedings. He is currently a member of Forensic Practices Committee of ASCE through which he recently coauthored "Guidelines for Forensic Engineering Practice (Second Edition)" a publication of the American Society of Civil Engineers (ASCE).

Education

Doctor of Philosophy, Tufts University, Medford, MA, 2000, Structural Engineering

Master of Science, California State University Northridge, 1997 (with distinction)

Bachelor of Science, Iran University of Science and Technology, 1989

Registrations

Licensed Professional Engineer in CA, Structural Engineering Certification Board (SECB)

Certifications

Safety Assessment Volunteer, State of California Office of Emergency Services

Certified Infrared Thermographer, 2009 (Issued by Flir Systems, Inc., Boston)

Affiliations

American Society of Civil Engineers/ Structural Engineering Institute (ASCE/SEI)

ASCE Forensic Practices Committee

American Concrete Institute (ACI)

American Institute of Steel Construction, Inc.,

American Association for Wind Engineering

Structural Engineers Association of Southern California (SEAOSC)

Honors

2008 Excellence in Structural Engineering Merit Award, Structural Engineers Association of California

2005 Structural Engineering Excellence Award, Structural Engineers Association of California

Representative Projects

***Harmon Hotel, Las Vegas City Center**
Las Vegas, NV
Construction defect investigation, Directing field destructive investigation and evaluation of construction quality for the as-built 26-story hotel tower.

***World Trade Center**
New York, NY
Major contributor to the World Trade Center damage investigation team, performed static, dynamic and wind analysis, simulated damage configurations to find the cause of collapse.

Earthquake Damage Investigations
1994 Northridge, CA; 2001 Seattle, WA; 2010-2011 Canterbury, Christchurch, NZL and 2019 Cushing, OK
Investigation of damage to 100+ commercial and residential buildings.

Hurricane Damage Investigations
Hurricanes Charley, Frances, Jeanne, Wilma, Irma, Katrina, Ike, Mathew, Sandy and Irma (Florida, Mississippi, New York, New Jersey and Texas)
Investigation of damage to hundreds of residential and commercial buildings.

Damage Caused by Adjacent Construction
Los Angeles and Orange Counties, CA
Investigation of damage to over 50 residential and commercial structures caused by vibration and excavation of the adjacent construction

Parking Structures
California, Nevada and New York
Parking consulting services for over 15 parking structures including condition assessment, structural testing, asset management plan and repair recommendations

** Projects performed at previous firm*

Sean Connolly, RA, RWC, CCS

Principal / Director of Building Envelope

Sean Connolly is the Director of Building Envelope in Walker's California offices. Sean is a licensed Architect and Registered Waterproofing Consultant with expertise in above and below-grade waterproofing, exterior walls (including windows and doors) and roofing for new construction and renovation projects.

Mr. Connolly is responsible for a wide variety of services including commissioning, condition assessments, field investigations, design and peer review, bidding/negotiation, plan check, construction administration, quality assurance/quality control testing, and observations related to the building enclosure. Sean has extensive experience working on projects of all sizes for a variety of private and public sector clients including mixed-use, apartment, condominium, commercial, hospitality, education, hospital, industrial, and government projects.

Key Experience

Above and below-grade waterproofing

Exterior walls

Roofing

Education

Bachelor of Arts, Architecture, New York Institute of Technology

Registrations

Licensed Architect in the States of California and Washington

Certifications

Registered Waterproofing Consultant (RWC)

Certified Construction Specifier (CCS), CSI

Construction Documents Technology (CDT), CSI

Affiliations

Construction Specifications Institute (CSI), Orange County Chapter, Board Member since 2015

IIBEC

AAMA

Project Highlights

UC Davis - Teaching and Learning Center
Irvine, CA
Peer review and construction phase consulting for new construction. EIFS, window wall, windows low-slope roofing, rooftop terrace waterproofing

UC Davis - Davis Campus Clinic
Irvine, CA
Peer review and construction phase consulting for new construction. EIFS, window wall, windows low-slope roofing, rooftop terrace waterproofing

Pegasus High School - New Science Building
Huntington Beach, CA
Design peer review and construction phase consulting for the new Science Building. Scope includes low-slope roofing, flashing, and exterior wall and fenestration waterproofing.

John Gill
Irvine, CA
Peer review and construction phase consulting for new construction. EIFS, window wall, windows low-slope roofing, rooftop terrace waterproofing

New 14 Story Hotel (Confidential, Northern CA)
Exterior Design & Construction Administration Services- Roofing and Waterproofing. Scope includes below-grade waterproofing, exterior walls, fenestration waterproofing, deck waterproofing, and low-slope roof.

New High Rise Apartments (Confidential, Southern CA)
Building envelope peer review and construction phase consulting services for a new construction project consisting of two (2) high rise residential buildings with continuous retail at the ground level throughout. The two high rise structures will be 22-stories and 14-stories. Scope includes below-grade waterproofing, deck waterproofing systems, air barrier and flashing, seismic joint waterproofing, and low-slope roofing.

Pegasus School (Huntington Beach, CA)
New construction project of a single-story 16,726 SF building. Construction document peer review, third party construction administration consulting services, storefront water testing services.

Brian T. McGann, PCIP

Parking Technology Consultant

Brian is an expert in technology such as Parking Access and Revenue Control Systems (PARCS), Automated Parking Guidance Systems (APGS), Payment Card acceptance and data security. Brian has been a part of the Walker team since January 2015, providing guidance for clients ranging from mixed-use developers, to airports, retail management, universities, hospitality, and municipalities.

APGS systems, particularly individual space monitoring, has seen rapid growth in recent years. Brian's expertise with software system integrations provided great benefit to a high-end retail client looking to bring together data from a PARCS and APGS to successfully implement an advanced installation including elements of frictionless parking, assisted vehicle location, surveillance, and payment systems.

Brian is one of only a handful of PCIP (Payment Card Industry Professional)-certified parking consultants working in the parking industry.

Key Experience

Automated Parking Guidance Systems (APGS)

Parking Access and Revenue Control (PARCS)

Payment Card Industry Data Security Standard (PCI-DSS)

Education

Bachelor of Science, Computer Information Systems
Winona State University

Registrations

PCIP from the Payment Card Industry–Security Standards Council. (PCI-SSC) License 1000-508

Publications

"Secure and Sustainable Disposal of Outdated Parking Equipment." Parking Magazine. June 2020

"Chip Cards Reduce Costs and Risks for Parking Operators." Parking Magazine. September 2018

Presentations

"Parking in the Age of Transportation Network Companies and Fully Autonomous Vehicles." Institute of Transportation Engineers. August 2018

"Parking Managers are Reducing Their PCI Risk Using These Six Weird Tricks." International Parking & Mobility Institute. June 2019

Representative Project

City of Des Moines PARCS and On-Street Pay Parking
Des Moines, IA
The City's PARCS equipment had become obsolete. The City of Des Moines requested an expert review on how to select a replacement PARCS with the latest technology and payment options for upcoming construction and future retrofits. Brian wrote, developed, and administered an RFP for PARCS equipment to be installed at all City-owned garages. Walker participated on the selection committee to ensure the PARCS equipment was selected in a timely and competitive manner with established pricing. In addition, Brian provided high-level education about trends, options, and best practices for On-Street Pay Parking for the City of Des Moines. Existing conditions were closely examined and options for improvement were suggested, which included: a payment app, full integration between pay stations, and a pay by space or pay by plate option.

Representative Experience

City of Minneapolis
Minneapolis, MN
Consultant, Project Manager
PARCS Replacement

City of Rochester
Rochester, MN
Project Manager
PARCS Replacement

City of Appleton
Appleton, WI
Consultant, Project Manager
PARCS Replacement

City of St. Cloud
St. Cloud
Consultant, Project Manager
Parking Study

Mt. Rushmore National Memorial
Keystone, SD
Consultant, Project Manager
PARCS and APGS Replacement

St. Paul Public Housing Agency
St. Paul, MN
Consultant, Project Manager
Feasibility Study

Sioux Falls Mixed Use Parking
Sioux Falls, SD
Consultant
Gateless PARCS System

Chrissy Mancini Nichols

National Lead, Curb Management & New Mobility

Chrissy leads Walker's national curb management and new mobility strategy. She also manages Walker's Northern California mobility and parking planning practice.

Her current portfolio includes working in Fresno County, CA to design and implement an electric vehicle microtransit program. She is also working with the cities of Sunnyvale, CA, West Sacramento, CA, and Boulder, CO to analyze how transportation, parking, and curb management policies promote development, and encourage transit, biking, and walking.

She is leading an internal research study with cities across the nation to find solutions for curb management challenges resulting from new demands as well as test and vet curb management technology solutions.

Chrissy has worked on several public private partnerships including a financial analysis of the City of Chicago's Parking Meter program to reduce the City's annual payment to the private concessionaire and make the system more efficient for users.

She specializes in identifying and modeling new revenue sources for transportation. For example, she led a strategy to create a new transit funding mechanism for Chicago to fund $10 billion in transit projects.

Education

Master of Science in Public Policy and Administration, Northwestern University

Bachelor of Science in Education, Youngstown State University

Committees

California Public Parking Association, Legislative Committee

Chicago Transit Authority's Bus Rapid Transit Steering Committee

Chicago Mayor Rahm Emanuel's Transportation and Infrastructure Transition team

Midway Airport Public Private Partnership Advisory Panel

Chicago's Metropolitan Planning Organization's technical advisory group analyzing the fiscal and economic impacts of development decisions

Awards

Professional Fellow, US Department State, Young Southeast Asian Leaders Initiative

Recipient of the Northwestern Graduate School Distinguished Thesis Award

Interests

Co-Host of Monday's at the *Overhead Wire*, a weekly podcast on planning, land use and mobility issues

Blogs on planning and policy at *mycuriouscity.com*

Project Highlights

Fresno Rural Transit Agency (Fresno County, CA)
County Microtransit Implementation Plan

City of Sacramento, CA
Curb Management Plan and Curb Fee Analysis

City of Columbia/University of Missouri (Columbia, MO)
Joint Dockless Electric Scooter Program (Regulations and RFP)

City of Sunnyvale, CA
Parking and Transportation Plan and Policy Strategy

County of Alameda, CA
Parking and Transportation Study

City of West Sacramento, CA
Urban Parking and Mobility Plan

City of Benicia, CA
Parklet Program Policy, Design, and Implementation

City of Boulder, CO
Curb Access Pricing and Management Plan

Jacksonville and Omaha International Airports
Ride App Demand Model and Design

Joseph J. Juzwiak, PE, LC

MEP Department Head

Joe Juzwiak is Walker's MEP Department Head, and has over 20 years of experience in the electrical engineering field. His areas of expertise include design of power, lighting, control, fire alarm, communications and electric distribution systems. He has contributed his electrical expertise to the design of over one hundred parking facilities for Walker, throughout the country. His experience has included the mechanical, electrical, fire protection and plumbing design of new parking structures, restoration and retrofitting of existing parking structures including underground parking structures and parking lot lighting analysis and design.

With Walker since 1996, Joe has been responsible for numerous lighting projects including work on many award-winning parking structure projects including Raleigh Durham Airport, Duke University, Rivers Casino Garage, and Riverside Hospital. Joe also directed the electrical mechanical, and plumbing design of the nation's first and only stand-alone parking structure to receive LEED certification; the Duke Medical University's Parking Structure IX.

Education

Bachelor of Science in Electrical Engineering, Western Michigan University, Kalamazoo, MI, 1988

Associates in Applied Science in Electricity and Electronics, Kalamazoo Valley Community College, Kalamazoo, MI, 1984

Registrations

Registered Lighting Certified Professional

Registered Professional Engineer in the states of Michigan, Mississippi, Illinois, Indiana, New Jersey, and Virginia.

Affiliations

National Society of Professional Engineers

Representative Projects

City of Akron Superblock West Expansion Parking Garage
Akron, OH
Relighting design for existing parking garage as part of expansion of the garage. Final design incorporates LED light fixtures

City of Akron O'Neil and Broadway Decks
Akron, OH
Relighting design for existing parking garage as part of expansion of the garage. Final design incorporates LED light fixtures

City of Akron Morley Parking Deck
Akron, OH
Lighting fixtures comparison and analysis. Design of LED replacement lighting system for garage

Easton Town Center Macy's Garage Design
Columbus, OH
Parking consulting, mechanical, electrical and structural design
1,300 space parking structure

Riverside Methodist Hospital West
Columbus, OH
1,152 space parking structure

Fairfax County Public Safety B&C
Fairfax, VA
1,932 space parking structure

Gateway Centre
Palatine, IL
1,244 space parking structure, 2002
2003 HONORABLE MENTION ENGINEERING ACHIEVEMENT AWARD FROM IL ENGINEERING COUNCIL

St. Augustine Visitor Information Center
St. Augustine, FL
1,164 space parking structure

Moffitt Cancer Center Expansion
Tampa, FL
588 space parking structure, 2001
2005 HONOR AWARDS FROM THE ORLANDO CHAPTER OF THE AIA

Duke University Research Drive Garage
Durham, NC
1,917 space parking structure, 2009
LEED CERTIFIED

University Park @ M.I.T. Parking Garage
Cambridge, MA
946 space parking structure, 1998
2000 INTERNATIONAL PARKING INSTITUTE AWARD OF EXCELLENCE

Ben Schlenker, P.E.

Electrical Engineer, ECOM Engineering

As a Principal Sr. Project Manager at ECOM Engineering, Ben has extensive experience in all phases of project construction. These areas include site investigation, design development, Short Circuit, Coordination and Arc Flash Studies, value engineering, construction documents, project management and construction support. This experience includes both remodel and new construction of numerous projects with complex lighting, power, security and signal systems. Ben has taken on a broad range of projects including Design Build, Healthcare, Education, and Industrial. Following are some most recent projects managed by Mr. Schlenker.

Education

BS, Electrical and Electronics Engineering, CSUS, Sacramento, CA

AS, Associate of Arts, General Education, Consumnes River College, Sacramento, CA

AS, Fire Technology, Consumnes River College, Sacramento, CA

Professional Registrations

California # E21982
NICET Level III

ECOM Engineering, Inc.
2009 – Present

Elk Grove CSD Fire Department
2002 – 2004

Summary of Design Experience

- Open Door Community Health Center EV Car Charging
  Colburn Electric
- Blackbird Park & Sports Field Lighting
  City of Sacramento
- N. Natomas Parking Lot Lighting
  City of Sacramento
- UCDH Roseville MOB II
  Roseville, CA
- CSUC Whitney Hall
  Chico, CA
- Banner Lassen Medical Center Central Utility Plant
  Susanville, CA
- Freemont Rideout Cancer Center Expansion
  Marysville, CA
- San Joaquin RTD New Bus Maintenance Yard
  Stockton, CA
- Sierra Gateway Apartments Site Lighting Entitlements
  Rocklin, CA
- St. Helena Hospital Project Transform, Remodel
  St. Helena, CA
- Sutter Santa Rosa Medical Center, Remodel Projects
  Santa Rosa, CA
- Teichert Aggregates Arc Flash Studies
  Multiple Sites
- Sutter Roseville USP 800 Pharmacy
  Roseville, CA

E. Scope of Work / Implementation

Project Approach

Our approach begins with design team, city and stakeholder engagement. Initial project meetings and interviews need to be conducted to confirm the objectives, concerns and issues from these groups. Ideas and potential solutions will be generated, analyzed and compared. Results of these studies will then be presented to the city and additional input to proposed solutions will be addressed. Ultimately the final preferred designs will be developed based on collaboration with all interested parties. From our experience, this approach makes all parties feel their input to the design was considered and their interests were addressed in the design process.

The design task will consist of a concentrated effort by the design team to develop a detailed program and design for the project. During this phase, the project team will work collaboratively to establish the programmatic requirements for all elements of the project. We will evaluate cost implications of options to establish budgets for the recommended construction package.

Project constraints such as site logistics, traffic and pedestrian circulation, construction phasing and budget all need to be evaluated. Other issues will undoubtedly arise during vetting of the project with city and consultant team members. The approach for addressing these constraints will be to evaluate the impacts of each and to develop proposed solutions that meet the programmatic and other requirements for the project.

The construction document phase will further define the project to include architectural, structural, building mechanical, electrical, plumbing, life safety and operational systems. The design will provide necessary information for budgetary estimates, permitting and bidding the project. The design will be carried out by Walker with periodic design coordination meetings with the city and design team.

Walker Consultants has extensive experience working with municipalities on similar projects. Walker will facilitate the team and city in understanding the pros and cons of design options to determine the optimal solution for the project. Our goal is to provide the necessary expertise, resources and tools to support the city in this effort.

Scope of Work

1. Kick-Off Meeting

Walker's approach to the project will begin with a kick-off meeting between Walker's key staff members and City of South Lake Tahoe staff and stakeholders. The meeting agenda will cover a review of the parking structure work items, goals and objectives of the city and stakeholders, issues that need to be addressed and a detailed presentation of Walker's workplan and schedule of activities.

Walker will identify any additional information required from the city including any additional documentation for the parking structure, contacts needed for access to enclosed spaces or for traffic controls or other assistance during the work.

This meeting will be scheduled to occur within 2 weeks of our authorization to proceed. Walker will document the discussions and include a list of action items and commitments resulting from the meeting.

2. Monthly Coordination Meetings

Our workplan will include monthly coordination meetings between Walker key personnel and city staff and invited stakeholders. These meetings will cover project work activity progress and a review of planned work for the next month. Tentative findings and potential solutions from our investigations will be presented and discussed. Issues and constraints will be discussed and proposed corrective measures will be identified.

Project schedule and budgets will be reviewed and any deviation from our baseline plan discussed. Timely review and monitoring of the project plan will help maintain overall milestone targets.

These can be in-person meetings located in South Lake Tahoe or conducted virtually via Go-to-Meeting, Microsoft Teams, Zoom or another networking application. Walker will prepare and maintain minutes of these meetings, actions items and commitments.

3. Parking Structure Condition Assessment

Walker will conduct a condition appraisal to assess the physical condition of the facility and to address all issues that have been previously identified or uncovered during the course of our work. Our condition appraisal will provide a "health report" on the condition of the structure. The report will confirm suspected problems or document known problems and provide budgeting information to allow the city to finance the identified repairs. The report findings and recommendations will form the basis for construction document preparation for subsequent competitive bidding.

Our objective is to perform an overall condition of the parking structure and provide an opinion of the probable cost for the necessary repairs, based on the observed conditions as well as our experience with parking structure conditions and repair costs. We have already performed a preliminary "walk-through" to verify our understanding of the condition and the requirements of the RFP. Our approach to this portion of the project is based on that understanding and our familiarity with the facility. Our assessment will focus on the following:

- Document the existing condition of the structure in representative areas.
- Recommend conceptual repairs (where required).
- Provide an opinion of the probable cost for the recommended conceptual repairs.

Scope of Work, continued

Based on this project understanding, we propose the following scope of services:

Task A – Initial Condition Appraisal

i. Review available drawings, specifications and engineering/testing reports to familiarize ourselves with the type of construction and waterproofing systems and any previous repairs or modifications performed on the parking structure.

ii. Conduct a field evaluation of the parking structure to document the current physical condition of structural and waterproofing elements. This will include visual observations and limited non-destructive testing on various structural elements. Review nonstructural elements of the parking structure including but not limited to expansion joints, drainage and waterproofing systems, electrical systems, etc.

iii. Compile and review all field data that will assist us in determining the probable causes and effects of the documented deterioration.

iv. Identify potential structural or safety-related conditions, if any. The City will be notified immediately if any safety-related conditions are identified.

v. Identify and prioritize other repairs for the structure.

vi. Compile and analyze field evaluation data to generate repair recommendations and opinions of probable costs of construction.

vii. Prepare a draft written report with a summary of observations, including photographs depicting the areas noted in the report, findings, repair recommendations, and capital expense.

Depending on visual observation and initial findings during condition assessment, Walker may recommend additional invasive testing to determine the cause and extent of conditions observed. For this purpose, Walker may recommend exposing concrete steel reinforcement as well as obtaining material samples for strength characteristics and/or chemical content at selected locations. Any destructive testing that is proposed shall be approved by the City of South Lake Tahoe.

Task B – Construction Document Preparation

i. Prepare construction documents (CDs) outlining priority repairs based on our condition assessment report which will consist of drawings and specifications with sufficient details to obtain competitive pricing from qualified repair contractors.

Walker will also provide contract administrative and site observation services during the construction and repair program to monitor the contractor's performance of the repair program and protect the client's interests.

4. Evaluation of Circulation Pattern and Ingress/Egress

Walker will review the parking layouts and vehicular circulation within the garage to identify modifications that will reduce congestion and improve overall efficiency of the facility. Functional design options coupled with access and revenue control equipment will have the combined benefits of improved ingress/egress and revenue enhancement.

Scope of Work, continued

The design of the parking areas needs to consider customer convenience, safety, wayfinding and characteristics of the users. Parking geometrics need to allow vehicles to easily maneuver through the parking structure. Sightlines, visibility and adequate illumination within parking structures need to be maintained for safety, and wayfinding.

Peak hour parking traffic volumes over the course of the day, week and year need to be studied to properly size entry and exit plazas and circulation routes within parking areas. Traffic circulation routes to and through all parking areas will be evaluated to mitigate congestion yet maximize the efficiency of parking.

Walker will employ best practices in developing circulation options that can be objectively evaluated to help identify potential solutions with measurable benefits. These options will be presented to the city and stakeholders for selecting a preferred option for further development and incorporation into construction documents.

5. Electric Vehicle Charging Stations

Options for electric vehicle charging station installation will be compiled and presented. Options will include prospective vendor choices and features, costs and infrastructure upgrades necessary to accommodate the additional electrical service loads. Options will be presented in a way that facilitates decisions for incorporating into the construction document package.

Upon concurrence from the City, Walker will prepare construction documents for the EVCS installation including parking layouts, required signage, and electrical engineering necessary to obtain a building permit. Walker will prepare 60% and 100% construction documents, including plans, specifications, and our engineer's opinion of probable cost for review by the city.

Walker will also present a matrix of options that could serve as potential state and federal grant opportunities to provide all or partial project funding. This includes a detailed review of each grant program, the likelihood of success, and an application response plan. Walker can provide grant writing services to lead the response to the grant solicitations as an additional service and has been successful in writing grant applications and receiving funding for California agencies from state and federal sources, including electrification infrastructure and has expertise in the landscape of grants available for potential funding.

6. Parking Access and Revenue Control System

Data Collection and Report Preparation

Walker will meet with the City to discuss and collect documentation regarding the current PARCS system and the requirements for a new PARCS system, including an occupancy counting system with a remote count sign and a traffic control sign.

This meeting will include an on-site assessment and further data gathering of the garage operations and the associated PARCS equipment. This visit will require the availability of City and/or parking operator personnel to interview in-person to collect information.

Walker will collect additional information from the City or the current PARCS vendor if necessary.

Walker will analyze all information collected in the Data Collection process, applying our knowledge of current best practices for PARCS systems that are appropriate for the City's garage. This task will also include reaching out

Scope of Work, continued

to potentially qualified new PARCS vendors to understand and evaluate their options.

Walker will prepare a Draft Report on the existing system as well as options for state-of-the-art new systems, including gateless systems and mobile payment Apps. The Draft Report will review at least three major systems, based on best practices, including hardware and software components, as well as the revenue collection and administration system. The Report will also evaluate future trends in Parking Management, Revenue Control systems, Payment Systems, and Equipment technologies to provide an assessment of best practices and how they could apply for the City's new system. After review and comment by the City, Walker will prepare a Final Report version. The Reports will follow the outline prescribed in the RFP.

Contract Specification and Procurement Document

Following approval of Walker's recommendations, Walker will prepare a Contract Specification and Procurement Document for a Best Value Procurement option for system procurement, installation, integration, testing, and acceptance of the new PARCS system including the occupancy counting system with a remote count sign and a traffic control sign. The Procurement Document will be written to comply with Construction Standards Institute (CSI) outlines and format. It will include at minimum Functional Requirements, Performance Requirements, Integration Requirements, Testing, Validation and Acceptance Requirements, and other details for successful bidding and procurement of a new PARCS system.

A draft version of the Contract Specification and Procurment Document will be provided for City review, and a final version will be produced based on the City's feedback.

7. Program Management and Project Delivery

Our project manager will be the primary contact with the city. The PM's responsibilities will include regular communication with city staff to ensure the consultant team is aware of decisions and direction on the project. The PM is responsible for coordinating the work on all tasks, providing necessary resources to accomplish the work, maintaining the budget and schedule and compiling and assembling documentation including contracts, meeting notes, the construction document package, permitting and bidding materials and construction administration records.

We anticipate that the project delivery method for the construction phase will be design-bid-build using a conventional public bidding process to select the general contractor. Walker will assist the city with the solicitation and review of bids and including the pre-bid meeting, addenda and bid evaluation. During the construction phase, Walker will administer the construction contract, review contractor and supplier submittals, requests for information, change orders and testing agency reports.

Walker will make periodic visits to the project site to observe overall progress and quality of the work to support our review of the contractors' applications for payment. Upon completion of the construction, Walker will conduct a punchlist review of the work to verify completion and conformance with the contract documents.

F. Project Budget

Project Budget

Walker's fee proposal budget breakdown is provided below. We have determined our fees and expenses based on our understanding of the requirements of the Request for Proposals, and examination of documentation for the parking structure provided by the City of South Lake Tahoe and from an on-site visit to the structure to observe existing conditions. Our proposed fees are based on our experience performing similar services on municipal parking facilities throughout the country.

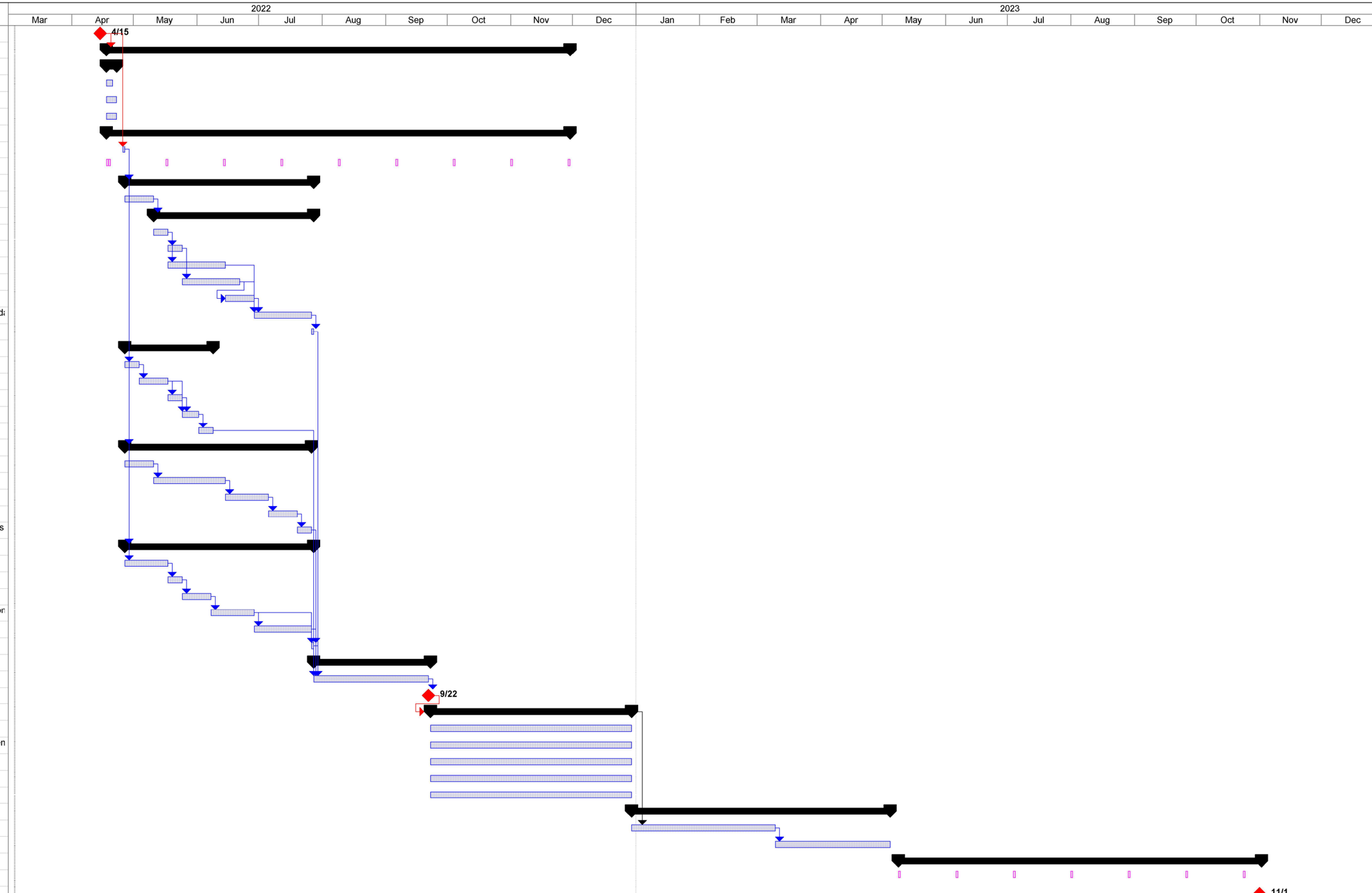
Our fees are broken down by task, and the city may elect to perform all or only portions of the work. If tasks are omitted, Walker will adjust our total fee accordingly. We have estimated the travel, lodging and other project related costs and expenses related to the work. For this project, we anticipate a total of ten on-site visits will be required to adequately cover the proposed scope. This is included our total proposed fee.

Tasks	Total Proposed Budget	Walker Consultants							COMMENTS/ASSUMPTIONS
		Principal	Sr. Consultant or Sr. PM	Consultant or PM	Engineer/ Architect	Designer/ Technician	Analyst	*Subtotal*	
Hourly Rates		*$265*	*$255*	*$220*	*$190*	*$165*	*$180*		
1. Kick-Off Meeting	**$6,960**	**4**	**8**	**4**	**10**	**0**	**6**	***$6,960***	
1.1 Team Kick-Off		2		2			2	*$1,330*	
1.2 Meeting Preparation		2		2	2		4	*$2,070*	
1.3 Travel Time to/from SLT (8 hours round trip, 1 trip)			8		8			*$3,560*	
2. Monthly Coordination Meetings	**$15,740**	**8**	**36**	**0**	**12**	**0**	**12**	***$15,740***	
2.1 Meetings		4	4		4		4	*$3,560*	
2.2 Meeting Preparation		4	8		8		8	*$6,060*	
2.3 Travel Time to/from SLT (8 hours round trip, 3 of these meetings on-site with remainder by web conference)			24					*$6,120*	
3. Parking Condition Assessment Report	**$29,765**	**0**	**23**	**0**	**98**	**32**	**0**	***$29,765***	
3.1 Review Existing Plans/Documentation			1		2			*$635*	
3.2 Site visit including detailed quantification of conditions			8		16			*$5,080*	
3.3 Prepare Condition Assessment Report			4		24			*$5,580*	
3.4 Prepare Repair Drawings - CD			4		24	32		*$10,860*	
3.5 Prepare Repair Specification Manual -CD			4		20			*$4,820*	
3.6 Attend Pre-bid Meeting - CD					8			*$1,520*	
3.7 Review Contractors Biddings - CD			2		4			*$1,270*	
								$0	
4. Evaluation of Circulation Pattern and Ingress/Egress	**$13,210**	**6**	**0**	**12**	**16**	**36**	**0**	***$13,210***	
4.1 Review Existing Information		2		2	2			*$1,350*	
4.2 Site Visit and Data Collection					4	4		*$1,420*	
4.3 Analyze Data		2		2	2			*$1,350*	
4.4 Prepare Permitting Documents		2		8	8	32		*$9,090*	
5. Electric Vehicle Charging Stations	**$40,160**	**8**	**0**	**56**	**52**	**96**	**0**	***$40,160***	
5.1 Review Existing Information		2		4	4			*$2,170*	
5.2 Prepare EV Recommendations		2		16	16	16		*$9,730*	
5.3 Coordination Meetings with the City		2		4	8			*$2,930*	
5.4 Analyze EV Grant Funding Options				16				*$3,520*	Leading the grant response is an additional, optional service not included in the pricing at left, to be provided upon request from the City on an hourly basis not to exceed $10,000 in total.
5.5 Prepare EV Permitting Documentation		2		16	24	80		*$21,810*	
6. Parking Access and Revenue Control	**$34,530**	**0**	**116**	**0**	**0**	**30**	**0**	***$34,530***	
6.1 Discovery process of current system and new system requirements. Includes 1 on-site visit.			16					*$4,080*	
6.2 Analyze collected discovery information and contact potential vendors as needed.			20					*$5,100*	
6.3 Prepare Draft and Final Report on PARCS system, including basic concept drawings.			40			8		*$11,520*	
6.4 Prepare PARCS Contract Specification and Procurement Documents, including DD Drawings.			32			20		*$11,460*	
6.5 Review/revision work on above, based on City feedback.			8			2		*$2,370*	
7. Program Management and Project Delivery	**$30,365**	**8**	**75**	**0**	**48**	**0**	**0**	***$30,365***	
7.1 Project Management		4	35		16		0	*$13,025*	
7.2 Construction Administration		4	24		24			*$11,740*	
7.3 Round trip travel time for Construction Admin site visits (8 hours/trip, 2 trips by PM and 1 by Engineer)			16		8			*$5,600*	
TOTAL BUDGET	**$170,730**	**34**	**258**	**72**	**236**	**194**	**18**	***$170,730***	
Estimated Reimbursable Expenses - Billed at Below Cost + 15%	**$7,475**							***$6,500***	
Travel, Lodging & Meals - 10 site trips included	$5,000							*$5,000*	
Laboratory material testing	$1,500							*$1,500*	
	$178,205		**$258**		**$236**	**$194**	**$18**	***$177,230***	

Walker Consultants

WORKPLAN AND SCHEDULE

ID	Task Name
1	Notice to Proceed
2	**Project Management**
3	**Preparation & Administration**
4	Assemble Team
5	Contracts & Insurance Certs
6	Baseline Workplan & Budget
7	**Coordination Mtgs. w/ City**
8	Kick-Off Meeting
9	**Project Status Mtgs w/ City**
20	**Condition Assessment**
21	Compile & Review Background Material
22	**Develop Repair Recommendations**
23	Facility Survey & Mat'l Testing
24	Develop Repair Item List
25	Material Lab Testing
26	Repair Strategies & Logistics
27	Estimate Probable Costs
28	Prepare Preliminary Repair Recommenda
29	Review Recommendations w/ City
30	**Vehicle Circulation Studies**
31	Review Issues & Goals
32	Prepare Circulation Options
33	Perform Queuing and Congestion Studies
34	Prepare Option Summaries
35	Review Options w/ City
36	**Parking Access & Revenue Controls**
37	Review Existing System & Issues
38	Prepare Options for New System
39	Evaluate Pros/Cons & Costs
40	Prepare Summary Recommendation
41	Obtain City Concurrence w/ Recommenations
42	**Electric Vehicle Charging Systems**
43	Review Existing Electric Infrastructure
44	Perform EV Load Calcs.
45	Identify Req'd Infrastructure Upgrades
46	Prepare Recommended System Configuration
47	Prepare Funding Grant Recommendations
48	Review EV Recommendations w/ City
49	**City Review & Approval**
50	Staff & City Council Reviews
51	Final Recommendations Approval
52	**Construction Document Preparation**
53	Structure Restoration Documents
54	Parking Access & Revenue Control Equipmen
55	Circulation and Parking Layouts
56	Electric Vehicle Chargins Systems
57	Architectural Work, Materials & Finishes
58	**Plan Check & Bidding**
59	Plan Review and Permitting
60	Const. Contractor Bidding
61	**Construction Phase**
62	**OAC Jobsite Meetings**
70	Project Complete



Project: SO LAKE TAHOE PARKING STRUCTURE
Date: Fri 3/4/22

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

G. Recent Projects / References

Client References

Client Name	Location	Project Dates	Brief Project Description	Reference Contact
Jay Paul Company 50 W. San Fernando	San Jose, CA	Mar-Jul 2020	Multi-part project for a garage underneath an 18-story office building in downtown San Jose. Scope included parking operations and planning consulting including demand/supply analysis, technology assessment of current PARCS and APGS, functional consulting of parking stall layout, and forensic restoration analysis of water leak and cracking issues.	Julie Garcia jgarcia@jaypaul.com 408-286-2076
Nob Hill Masonic Center	San Francisco, CA	Jan-Feb 2020	Parking operations and technology assessment for a garage under the Masonic Auditorium. Included an audit of parking operator and garage operating procedures, as well as an assessment of current PARCS system and recommendations for repairs, improvements and upgrades.	Allen Casalou acasalou@freemason.org 415-269-1971
Town of Breckenridge	Breckenridge, CO	April 2019 - Present	Multiple engagements spanning a range of services including digital wayfinding signage design, specification of new LPR-based PARCS and APGS near ski area gondola station, and design of new parking structure to replace surface lot. *See enclosed Fact Sheet for further details.*	Shannon Smith shannons@townofbreckenridge.com 970-453-3196
Jackson Hole Airport	Jackson, WY	Feb-May 2018	Recommendation, specification and procurement of modern new PARCS system to replace old system. *See enclosed Fact Sheet for further details.*	Dustin Havel dustin.havel@jhairport.org 307-733-7682
California State University, Los Angeles	Los Angeles, CA		6 level 2 chargers and 6 DC fast chargers installed. *See enclosed Fact Sheet for further details.*	Carmen Gachupin cgachup@cslanet.calstatela.edu 323-343-5754

Project References

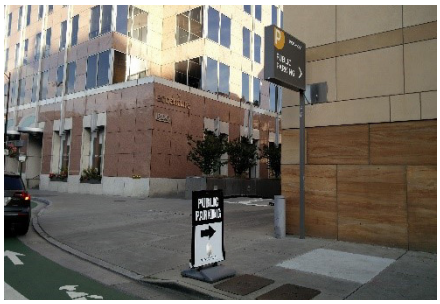
As requested, we are providing below a list of comparable, recent Walker projects including four contactable references. As you will see, Walker has extensive experience with facility assessments, EV, and PARCS work at clients similar to the City of South Lake Tahoe's project, including a private resort property in Lake Tahoe and two similar resort cities in Colorado and Wyoming.

List of Similar Projects

Client Name	Location	Project Dates	Brief Project Description
Diamond Resort Holdings Lake Tahoe Vacation Resort	South Lake Tahoe, CA	Aug 2018 – Jan 2019	Parking demand, supply and operations study including valet parking analysis. Functional design improvements of surface lot spaces. *See enclosed Fact Sheet for further details.*
Continental Development Corp. 870 Nash St.	Los Angeles, CA	Oct 2019-Present	Evaluation of old PARCS system. Recommendation, specification and procurement of new PARCS system.
City of Culver City	Culver City, CA	Nov 2017 – Dec 2019	Evaluation of old PARCS system. Recommendation, specification and procurement of new PARCS system. *See enclosed Fact Sheet for further details.*
City of Columbia	Columbia, MO	Jan-Dec 2019	Provide recommendations for implementation, maintenance and operation of new PARCS system, which converted from single space meters to gated system.
AECOM Corporation AECOM Center Garage	Cleveland, OH	Oct 2019 – August 2020	Provided recommendations, specifications and procurement support for a new PARCS system and a new parking operator. *See enclosed Fact Sheet for further details.*

50 West San Fernando

San Jose, CA



Walker Consultants provided a wide portfolio of consulting services to property owner and operator Jay Paul Company for this 18-story, Class A office building in downtown San Jose with a 575 stall, 3-level garage beneath it.

Key Features

- The prestigious Silicon Valley Capital Club is located on the 17th level of the building, the first level is slated for a new bank branch, and the remaining building space is general office space, which houses a myriad of different tenants.
- Building ownership had changed recently, and the new owner wished to take a comprehensive look at several issues with the parking garage.
- Ownership wanted to assess how to best utilize, improve, and maintain the parking assets to serve both tenants and public parkers.

Solutions Provided

- **Operations and Financial Analysis** to determine the potential parking needs that may occur when the building reaches 100% leased occupancy, including providing operational and financial recommendations to inform and assist with this change in occupancy when the property is fully leased.
- **Parking Technology Assessment** to evaluate current PARCS and APGS systems, determine remaining useful life and potential short-term functional improvements, and recommend longer term upgrades.
- **Functional Design Analysis** to assess current parking layout and how to optimize it for future tenants and building occupancy changes.
- **Building Envelope Leak Investigation** to evaluate known issues with water leaks into the garage and recommend courses of action to address.

Benefits

- Clear, detailed plan for operations and financial projection for both current and future garage utilization, enabling ownership to plan ahead for tenant and usage changes.
- Complete technology audit, recommendations and identification of probable cost for future improvements, to prepare for planned parking system upgrades and replacements.
- Functional design recommendations for parking layout, striping, and accommodation of new tenants with special parking requirements, enabling planned tenant and ADA improvements to proceed.
- Identification of water intrusion issues, recommended plans to fix and further investigate, and associated probable costs, allowing building management to budget for future required work.

Design Completed: July 2020

Client Reference Contact:
Julie Garcia, General Manager
jgarcia@jaypaul.com

Walker Resources:
Peter Filice, Sr. Technology Consultant
Sue Thompson, Operations Consultant
Jeff Weckstein, Operations Consultant
Sanaz Ghahani, Design Engineer
Dave Koski, Sr. Project Manager
Sean Connolly, Director of Building Envelope

Nob Hill Masonic Center Garage Parking Access and Revenue Control System

San Francisco, CA

"Walker has been an instrumental leader of our project team driving the installation of a new PARCS at the Nob Hill Masonic Center. They led the RFP process, construction administration, and testing. It's their job to ensure that project issues are identified and resolved and that the entire project is successfully completed. In my experience, Walker has stayed on top of every project detail - nothing gets by them - which is especially important when working with a third party vendor. They put the right amount of pressure on the team and got results, and always in an very professional manner. Walker has demonstrated excellent communications skills and they find a way to make themselves available even while managing multiple projects and priorities. Overall, Walker has provided top-tier project management support."

- Allan Casalou, Grand Secretary, Freemasons of California

Design Completed:
April 2021

Procurement Completed:
June 2021

Construction Completed:
December 2021

Walker Resources

Peter Filice
Project Manager, Sr. Consultant

AbduAllah AlSaleh
Designer

Walker Consultants provided consulting services to the Nob Hill Masonic Center (NHMC) for the design, specification, RFP coordination, and construction administration of a significant upgrade to their Parking Access and Revenue Control System (PARCS) for this 5-level underground parking structure. NHMC is the headquarters of the Freemasons of California and also houses the prestigious Masonic Auditorium event center. The PARCS replaced an old, obsolete system and is designed using a modern, cloud-based approach supporting a wide variety of parking use cases and advanced features.

Key Features

- Large structure with multiple entry and exit lanes and nested premier parking areas.
- Garage serves transient, monthly and Masonic Auditorium event parkers.
- System must support validations, valet, and prepaid reservations.

Solutions Provided

- Conceptual Design, Performance Specification, Design Drawings, and Price Form to support RFP for PARCS procurement.
- Design of new parking controls islands for nested areas and auxiliary exit.
- Vendor proposal analysis and evaluation.
- Advanced cloud-based PARCS selected with modern equipment, improved island layouts, and complete feature set.
- Construction administration including submittal reviews and support of detailed acceptance testing.

Benefits

- Modern cloud-based PARCS provides responsive, easy to use, and stable system for transient, monthly and event parkers.
- AVI tag entry/exit credentials speed the flow of traffic for monthlies.
- New auxiliary exit PARCS island provides closed-loop control for event parkers.
- New exterior digital signage for occupancy count and pedestrian warning system.
- Easy-to-use administrative interface offers complete historical data reporting and control of system operation by parking operator.
- New PARCS will deliver a significantly enhanced parking experience for NHMC parkers.

Town of Breckenridge Signage and Wayfinding

Breckenridge, CO

Project Description

- The Town of Breckenridge, CO is a popular year-round destination for outdoor enthusiasts, cultural tourists, and families who travel from around the world to experience the town's amenites and actvities.
- As such, navigating traffic and parking congestion in town for visitors is often difficult.
- Previously, drivers would not know that in-town parking lots were full untl they drove into town and circled through each parking lot.
- Frustrated, drivers would then drive back to periphery of town and park in one of the shuttle lots.
- The Town engaged Walker Consultants to evaluate the existing wayfinding and develop a solution to help drivers find parking availability in some of their busiest parking facilities.

Solutions

- Walker Consultants developed a series of strategies, graphical signage concepts, and recommendations to better inform drivers of locations and directions to parking areas. This included a combination of static and dynamic roadside signs.
- A dynamic message sign along the side of the road prior to entering town was designed and constructed specifcally for this project.
- The digital sign is flexible and capable of displaying safety messages as well as real-time parking informaton.
- The parking status for the facilities on the sign is controlled by the Town's parking operations team. The status of the parking lots can be changed instantly by a phone application specifcally designed for this project.
- The sign not only has an architectural appeal, but the design was coordinated with CDOT to meet federal guidelines for safety and design.

Benefit

- Drivers entering town can now be informed in real-time via highly visible digital roadside sign displaying parking availability.
- This information allows visitors to make an informed decision of where they can park prior to entering town, reducing circling that contributes to traffic and congestion.
- Various important messages can also be displayed on the sign which can alert driver of important information prior to arriving in town.
- The Town is easily able to update the parking availability in real-time while out in the field via the custom smart phone application.

Client Reference

Shannon Smith
Town of Breckenridge
Town Engineer
P: 970.453.3196
E: shannons@townofbreckenridge.com

Jackson Hole Airport (JAC) Parking Access and Revenue Control Equipment

Jackson Hole, WY

Jackson Hole Airport (JAC) underwent landside improvements to enhance its customer experience. This included physical improvements to the parking lots for efficiency of the customer as well as operations. Their parking operation consisted of customers paying for parking via an older generation pay station. Customers were required to return to their vehicle in order to display proof of payment, which on some occasions did not happen as a result of customers not being aware that the parking was paid. Additionally, enforcement was labor intensive and difficult to complete as a result of the harsh winter elements the airport faces. The process was inefficient for both the airport and its customers. Walker Consultants assisted the airport in understanding new technology strategies that would improve the customer service as well as the airports operation. Following identification of the technology strategy, Walker developed the procurement documents, assisted the airport in the construction administration, completed lane by lane acceptance testing of the equipment before it went live to the customers, and worked with the airport on a paid parking transition plan prior to “go-live” of the system.

Key Features

- Unpaid Parkers
- Inefficient enforcement by operations staff
- Outdated payment technology for both customers and airport

Solutions Provided

- New gated parking access and revenue control system
- Audio and video monitoring of lanes
- Real-time parking occupancy data for parkers

Benefits

- Operational efficiently for operations staff
- Increased parking revenue and compliance with paid parking
- Real-time parking availability for customers

Client Reference

Dustin Havel
Jackson Hole Airport
Assistant Airport Director
P: 307.733.7682
E: dustin.havel@jhairport.org

CSU LA, Parking Structure E

Los Angeles, California

Key Features

- Five-level, approximately 2,200 stall parking structure
- Located in the northeastern portion of the California State University, Los Angeles campus
- Includes roof top canopy solar system, electric vehicle charging stations, and automated parking guidance system
- Enhanced pedestrian connection to main campus
- Utilized a modified Design-Build project delivery method called Progressive Design-Build
- Walker provided Parking Functional Design/Structural Engineering

Lake Tahoe Vacation Resort Parking Analysis

South Lake Tahoe, CA

Project Description

- The Lake Tahoe Vacation Resort is a scenic vacation retreat for guests, where valet service is offered on a first come, first serve basis, capped at 50± vehicles.
- Valet service is budgeted for a staff of 11 employees, who are also responsible for bellmen duties. Currently, 6 of the 11 positions are filled, with the open shifts covered by overtime of existing staff.
- The South Lake Tahoe Fire Department began enforcing the fire lane along the interior ring and service roads of the Resort. This placed an increased burden on valet service and guests as fewer vehicles can be staged and either loaded or unloaded concurrently. At peak times, some guests may wait for up to an hour for their valet vehicle to be retrieved from the offsite garage.

Solutions

- Walker was engaged by the Resort to provide parking consulting services with expertise in valet operations and functional parking design layouts.
- Walker assessed the current parking conditions at the resort and made recommended improvements including:
  - Creating a designated loading zone to alleviate congestion
  - Providing an additional guest shuttle to increase the use of the off-site garage, reduce valet congestion, and accommodate multiple guest vehicles
  - Incorporating technology to bring current valet operations practices up to industry standards

Benefit

- Based upon Walker's functional design and operations review, the Resort may be able to increase space at the surface lot and driveway by 33± spaces through removal of greenspace.
- Additionally, the acquisition of an adjacent surface lot may increase Resort parking capacity by 42 to 46± spaces.
- The Resort may also choose to implement key valet best practices, valet management technology, shuttle service and adjust current valet responsibilities to improve efficiency and user experience.

City of Culver City PARCS

Culver City, CA

Project Description

- Walker provided technology upgrade recommendations for the parking access and revenue control systems (PARCS) in the commercial downtown area's four public parking facilities totaling 1,600± spaces. These facilities are part of a public parking system that is experiencing rapidly growing demand due to increased development in the commercial downtown area.
- Upgrades needed to improve the operational effectiveness of a parking system that serves a diverse range of commercial, retail, restaurant, health care, and entertainment land uses The upgrades would need to accommodate transient, monthly, special event, and validated parking.
- Upgrades needed to accommodate temporarily 235± parkers who use the local Los Angeles County Metropolitan Transportation Authority (MTA) light rail system. These motorists would park in the Ince garage (792± spaces), the city's largest [and busiest] parking structure.
- Upgrades needed to include a system for credentaling the MTA passengers because they were to receive a discounted parking rate and to account for difering parking demand paterns than those typically encountered at the Ince garage.

Solutions

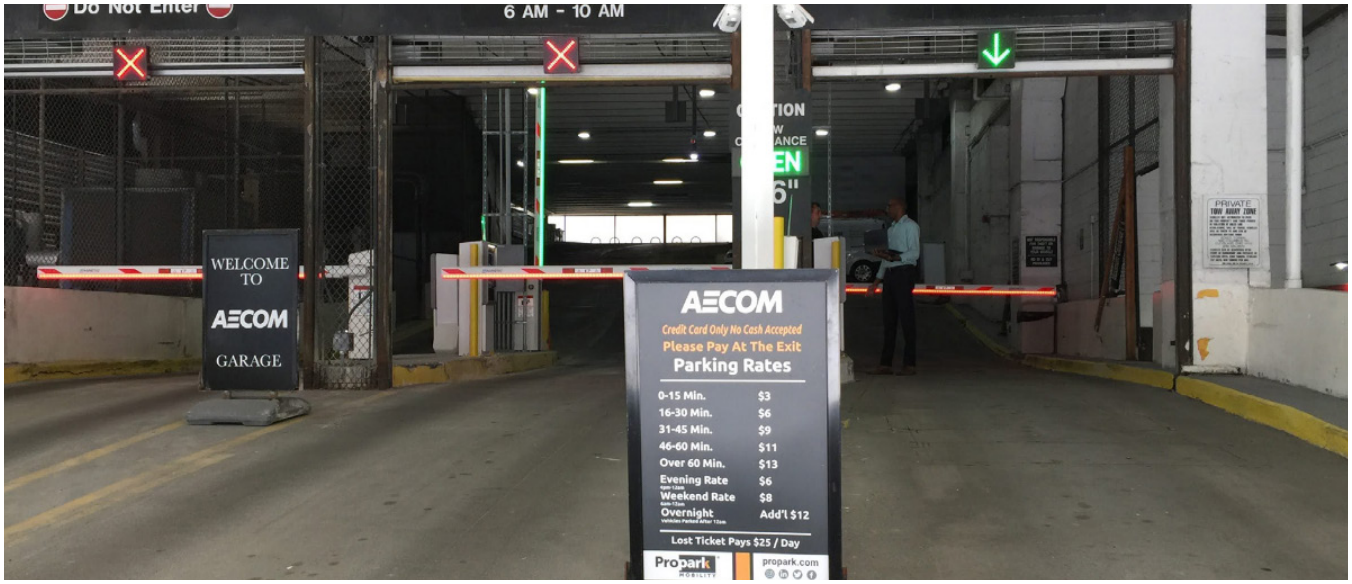
- Walker developed a comprehensive PARCS specifcation document for the City to issue as part of a request for proposals (RFP). The specifcation document called for a system that centered around a pay on foot (POF) method of operation.
- The system would have to accommodate multiple forms of credentialing for public and contract parkers, accept various forms of on-line payment, and allow for remote web-based management and statistical analysis. The specifcation required a system that would be PCI DSS compliant at launch and could be later upgraded to be EMV compliant.
- Walker recommended that the upgrades to the Ince garage include a nested parking area for the exclusive use of MTA passengers, the installation of a transit access pass (TAP) card reader, and the addition of an overnight cashier with access to hand-held TAP verification technology, and signage to state clearly the differing rates for MTA patrons and other parkers.

Benefit

- In combination, these measures would maintain the Ince garage's operational efficiency for all motorists, help to provide a high level of customer service for MTA patrons, and ensure that other parkers would not abuse the discount parking rate.

AECOM Parking Operator RFP and PARCS Procurement

Cleveland, OH



Project Description

- Downtown Cleveland is home to the 575,000 square foot AECOM office tower and attached 632-space parking structure. Rugby Realty purchased the property and began a multi-million-dollar renovation of building and parking structure.
- Walker was retained to obtain competitve proposals to manage the parking facility and to replace the existing parking system with a state-of-the art parking access control system.
- Parking included cashier at exit using equipment that was over 15 years old. The existing hardware was several generations old and the sofware was at the end of it's supported life cycle.

Solutions

- A simultaneous approach was taken to issue an RFP for a parking operator and a ground up design of a new parking access control system. Drawings, technical specifcations, and pricing requirements were provided.
- Conducted separate pre-bid meetings for the operator and equipment RFP process.
- Obtained competitve proposals from multiple operators and parking equipment vendors.
- Engaged in evaluating proposals and partcipating in finalist interviews before final section was made.
- Provided on-going assistance after selections made, including transition, installation, testing, and contract reviews.

Benefit

- A new parking operator was selected to operate the facility, offering several innovative solutions and vision for increasing customer loyalty and providing 24/7 live customer service via video intercom.
- The new state of the art parking control system includes:
  - Automated parking experience
  - License plate recognition allowing streamlined entry and exit
  - Touchless ticket issue and receipt issue on demand
  - NFC Apple Pay and Google Pay credit card readers

City of Redondo Beach Harbor

Redondo Beach, California

Key Features

- 3 Parking Structures
- $8.4 Million Repair and Maintenance Program – Ongoing project since 2011

Solutions Provided

- Walker provided Condition Appraisal, Plaza Evaluation, and 10-year Asset Management Plan Program to provide recommendations for cost-effective repair decisions
- Walker evaluated the location and extent of apparent deterioration, loose and delaminated concrete, corroded reinforcement, failing/damaged expansion joints, failing traffic membrane, water intrusion at tooled joints, cracks, and unsafe vehicle barriers in the parking and plaza levels of the structures
- Walker conducted structural and material testing of structural components
- Walker performed seismic evaluation of one of the parking structures
- Walker provided construction documents in several phases over the past 10 years for structural and waterproofing/maintenance repairs
- Walker provided construction administration services

PARKING EXPERIENCE

2017-L164.00	Tahoe Forest Hospital - Parking Improvements
2016-K214.00	UCDHS - PS2 ADA Update Project
2015-J218.00	Canyon Terrace Apartments Site Lighting
2015-J192.00	RC Willey Parking Lot Lighting
2014-I173.00	The Reserve Town Home Park
2013-H226.00	Kaiser Morse Hospital - Electric Vehicle Chargers
2012-G196.00	Kaiser Vallejo- Member Parking Structure LAN/VOIP
2011-F306.00	ABSMC Parking Garage Access Control
2011-F100.00	UCDMC - Pavilion Flagpole Lighting
2010-E245.00	UCDMC Parking Structure III/IT Underground Conduit Relocation
2010-E214.00	Sutter Alta Bates Parking Garage Low Voltage
2010-E185.00	UCDMC Civic Core Site Lighting
2010-E116.00	Methodist-Doctors' Parking
2010-E108.00	UCDMC Health System Parking Structure III
2009-D289.00	UCDMC-Parking Structure III
2009-D276.00	Roseville Gateway - Reconfigured Parking
2009-D240.00	UCDMC - Parking Lot Security Cameras & Emergency Call Phones
2009-D182.00	Kaiser Vallejo-Parking Gar. Electric Rm. Upgrade
2009-D131.00	St. Michael's Episcopal Day School Parking Lot Upgrade
2008-C267.00	Methodist- Parking Lot Lighting Survey
2007-B171.00	Fremont Rideout-7th & I Parking Lot
2006-A268.00	Westfield Galleria Parking (Unger Docs)
2006-A228.00	Westfield Grade Plus 1 Parking
2006-A183.01	Target, Bldgs. 350,351,353,354 Site Lighting
2006-A183.00	Target, Town Center East Site Lighting
2005-0312.00	East End Gateway & Parking Garage-CADA
2004-0504.03	Sutter Roseville-ARC Parking Garage Phase 1
2001-0805.00	Lincoln Plaza Parking Booth HVAC Study
2000-1005.00	Kaiser South Sacramento-MC Moore Bldg. Parking-15570

WALKER
CONSULTANTS

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 5th day of April 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Walker Consultants ("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 and 3 months.

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 $187,230 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

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

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

8. Consultant's Books and Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: Walker Consultants
Justin Chang, Principal-in-Charge
601 California Street, Suite 820
San Francisco, CA 94108
(415) 644-0630
JChang@walkerconsultants.com

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement

without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE: CONSULTANT:

By_____ By _____

Joseph Irvin, City Manager Justin Chang, Principal-in-Charge

Business License # _____

APPROVED AS TO FORM:

By_____

City Attorney

ATTEST:

By_____

City Clerk

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

Exhibit A - Scope of Services

1. Kick-Off Meeting

Walker's approach to the project will begin with a kick-off meeting between Walker's key staff members and City of South Lake Tahoe staff and stakeholders. The meeting agenda will cover a review of the parking structure work items, goals and objectives of the city and stakeholders, issues that need to be addressed and a detailed presentation of Walker's workplan and schedule of activities.

Walker will identify any additional information required from the city including any additional documentation for the parking structure, contacts needed for access to enclosed spaces or for traffic controls or other assistance during the work.

This meeting will be scheduled to occur within 2 weeks of our authorization to proceed. Walker will document the discussions and include a list of action items and commitments resulting from the meeting.

2. Monthly Coordination Meetings

Our workplan will include monthly coordination meetings between Walker key personnel and city staff and invited stakeholders. These meetings will cover project work activity progress and a review of planned work for the next month. Tentative findings and potential solutions from our investigations will be presented and discussed. Issues and constraints will be discussed and proposed corrective measures will be identified.

Project schedule and budgets will be reviewed and any deviation from our baseline plan discussed. Timely review and monitoring of the project plan will help maintain overall milestone targets.

These can be in-person meetings located in South Lake Tahoe or conducted virtually via Go-to-Meeting, Microsoft Teams, Zoom or another networking application. Walker will prepare and maintain minutes of these meetings, actions items and commitments.

3. Parking Structure Condition Assessment

Walker will conduct a condition appraisal to assess the physical condition of the facility and to address all issues that have been previously identified or uncovered during the course of our work. Our condition appraisal will provide a "health report" on the condition of the structure. The report will confirm suspected problems or document known problems and provide budgeting information to allow the city to finance the identified repairs. The report findings and recommendations will form the basis for construction document preparation for subsequent competitive bidding.

Our objective is to perform an overall condition of the parking structure and provide an opinion of the probable cost for the necessary repairs, based on the observed conditions as well as our experience with parking structure conditions and repair costs. We have already performed a preliminary "walk-through" to verify our understanding of the condition and the requirements of the RFP. Our approach to this portion of the project is based on that understanding and our familiarity with the facility. Our assessment will focus on the following:

- Document the existing condition of the structure in representative areas.
- Recommend conceptual repairs (where required).
- Provide an opinion of the probable cost for the recommended conceptual repairs.

Scope of Services, continued

Based on this project understanding, we propose the following scope of services:

Task A – Initial Condition Appraisal

i. Review available drawings, specifications, and engineering/testing reports to familiarize ourselves with the type of construction and waterproofing systems and any previous repairs or modifications performed on the parking structure.

ii. Conduct a field evaluation of the parking structure to document the current physical condition of structural and waterproofing elements. This will include visual observations and limited non-destructive testing on various structural elements. Review nonstructural elements of the parking structure including but not limited to expansion joints, drainage and waterproofing systems, electrical systems, etc.

iii. Compile and review all field data that will assist us in determining the probable causes and effects of the documented deterioration.

iv. Identify potential structural or safety-related conditions, if any. The City will be notified immediately if any safety-related conditions are identified.

v. Identify and prioritize other repairs for the structure.

vi. Compile and analyze field evaluation data to generate repair recommendations and opinions of probable costs of construction.

vii. Prepare a draft written report with a summary of observations, including photographs depicting the areas noted in the report, findings, repair recommendations, and capital expense.

Depending on visual observation and initial findings during condition assessment, Walker may recommend additional invasive testing to determine the cause and extent of conditions observed. For this purpose, Walker may recommend exposing concrete steel reinforcement as well as obtaining material samples for strength characteristics and/or chemical content at selected locations. Any destructive testing that is proposed shall be approved by the City of South Lake Tahoe.

Task B – Construction Document Preparation

i. Prepare construction documents (CDs) outlining priority repairs based on our condition assessment report which will consist of drawings and specifications with sufficient details to obtain competitive pricing from qualified repair contractors.

Walker will also provide contract administrative and site observation services during the construction and repair program to monitor the contractor's performance of the repair program and protect the client's interests.

4. Evaluation of Circulation Pattern and Ingress/Egress

Walker will review the parking layouts and vehicular circulation within the garage to identify modifications that will reduce congestion and improve overall efficiency of the facility. Functional design options coupled with access and revenue control equipment will have the combined benefits of improved ingress/egress and revenue enhancement.

Scope of Services, continued

The design of the parking areas needs to consider customer convenience, safety, wayfinding, and characteristics of the users. Parking geometrics need to allow vehicles to easily maneuver through the parking structure. Sightlines, visibility, and adequate illumination within parking structures need to be maintained for safety, and wayfinding.

Peak hour parking traffic volumes over the course of the day, week and year need to be studied to properly size entry and exit plazas and circulation routes within parking areas. Traffic circulation routes to and through all parking areas will be evaluated to mitigate congestion yet maximize the efficiency of parking.

Walker will employ best practices in developing circulation options that can be objectively evaluated to help identify potential solutions with measurable benefits. These options will be presented to the city and stakeholders for selecting a preferred option for further development and incorporation into construction documents.

5. Electric Vehicle Charging Stations

Options for electric vehicle charging station installation will be compiled and presented. Options will include prospective vendor choices and features, costs, and infrastructure upgrades necessary to accommodate the additional electrical service loads. Options will be presented in a way that facilitates decisions for incorporating into the construction document package.

Upon concurrence from the City, Walker will prepare construction documents for the EVCS installation including parking layouts, required signage, and electrical engineering necessary to obtain a building permit. Walker will prepare 60% and 100% construction documents, including plans, specifications, and our engineer's opinion of probable cost for review by the city.

Walker will also present a matrix of options that could serve as potential state and federal grant opportunities to provide all or partial project funding. This includes a detailed review of each grant program, the likelihood of success, and an application response plan. Walker can provide grant writing services to lead the response to the grant solicitations as an additional service and has been successful in writing grant applications and receiving funding for California agencies from state and federal sources, including electrification infrastructure and has expertise in the landscape of grants available for potential funding.

6. Parking Access and Revenue Control System

Data Collection and Report Preparation

Walker will meet with the City to discuss and collect documentation regarding the current PARCS system and the requirements for a new PARCS system, including an occupancy counting system with a remote count sign and a traffic control sign.

This meeting will include an on-site assessment and further data gathering of the garage operations and the associated PARCS equipment. This visit will require the availability of City and/or parking operator personnel to interview in-person to collect information.

Walker will collect additional information from the City or the current PARCS vendor if necessary.

Walker will analyze all information collected in the Data Collection process, applying our knowledge of current best practices for PARCS systems that are appropriate for the City's garage. This task will also include reaching out

Scope of Services, continued

to potentially qualified new PARCS vendors to understand and evaluate their options.

Walker will prepare a Draft Report on the existing system as well as options for state-of-the-art new systems, including gateless systems and mobile payment Apps. The Draft Report will review at least three major systems, based on best practices, including hardware and software components, as well as the revenue collection and administration system. The Report will also evaluate future trends in Parking Management, Revenue Control systems, Payment Systems, and Equipment technologies to provide an assessment of best practices and how they could apply for the City's new system. After review and comment by the City, Walker will prepare a Final Report version. The Reports will follow the outline prescribed in the RFP.

Contract Specification and Procurement Document

Following approval of Walker's recommendations, Walker will prepare a Contract Specification and Procurement Document for a Best Value Procurement option for system procurement, installation, integration, testing, and acceptance of the new PARCS system including the occupancy counting system with a remote count sign and a traffic control sign. The Procurement Document will be written to comply with Construction Standards Institute (CSI) outlines and format. It will include at minimum Functional Requirements, Performance Requirements, Integration Requirements, Testing, Validation and Acceptance Requirements, and other details for successful bidding and procurement of a new PARCS system.

A draft version of the Contract Specification and Procurement Document will be provided for City review, and a final version will be produced based on the City's feedback.

7. Program Management and Project Delivery

Our project manager will be the primary contact with the city. The PM's responsibilities will include regular communication with city staff to ensure the consultant team is aware of decisions and direction on the project. The PM is responsible for coordinating the work on all tasks, providing necessary resources to accomplish the work, maintaining the budget and schedule, and compiling and assembling documentation including contracts, meeting notes, the construction document package, permitting and bidding materials and construction administration records.

We anticipate that the project delivery method for the construction phase will be design-bid-build using a conventional public bidding process to select the general contractor. Walker will assist the city with the solicitation and review of bids and including the pre-bid meeting, addenda and bid evaluation. During the construction phase, Walker will administer the construction contract, review contractor and supplier submittals, requests for information, change orders and testing agency reports.

Walker will make periodic visits to the project site to observe overall progress and quality of the work to support our review of the contractors' applications for payment. Upon completion of the construction, Walker will conduct a punchlist review of the work to verify completion and conformance with the contract documents.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	$187,230
TOTAL (not to exceed)	$187,230

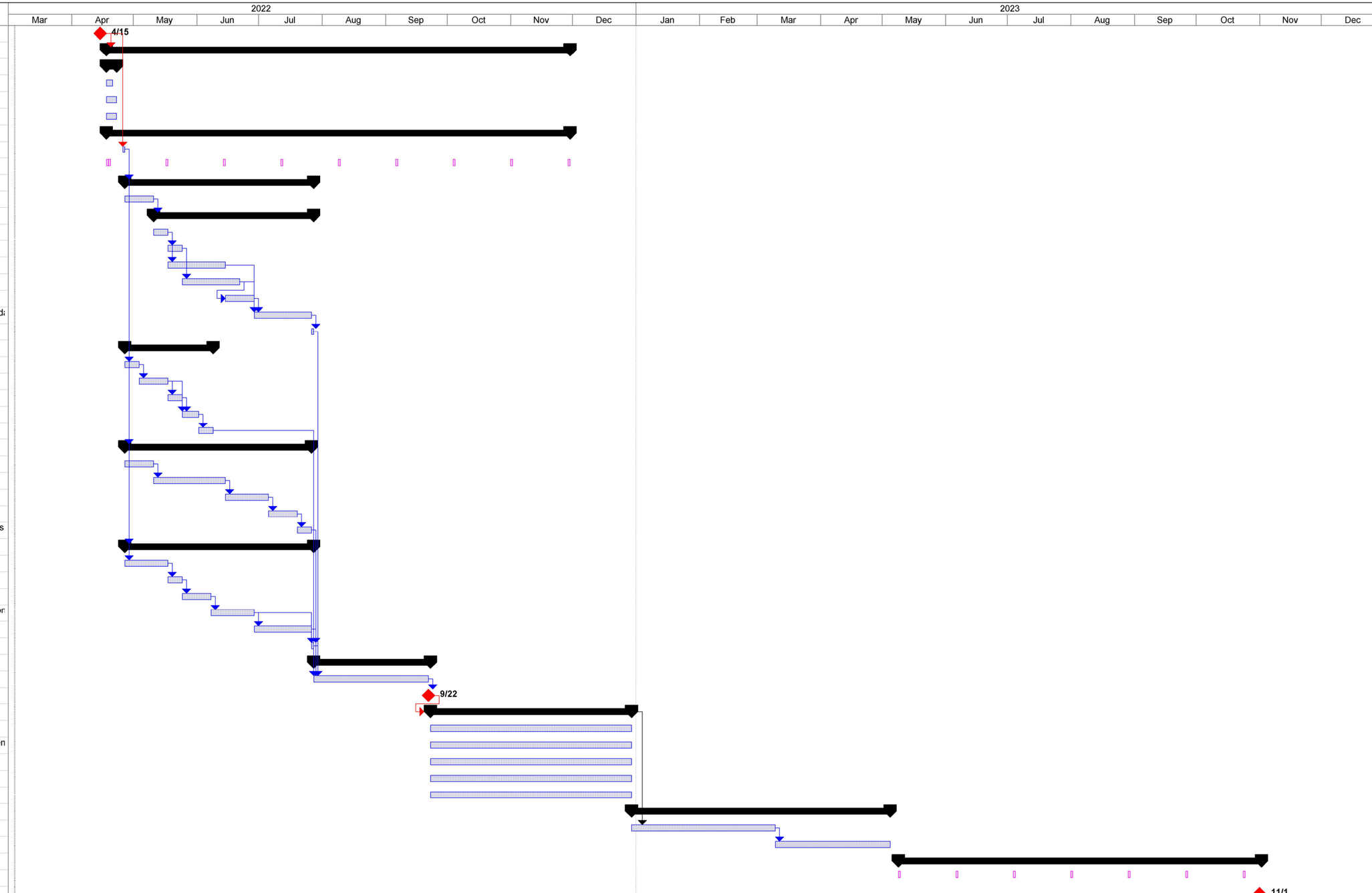
TIMELINE

Tasks	Total Proposed Budget	Walker Consultants							COMMENTS/ASSUMPTIONS
		Principal	Sr. Consultant or Sr. PM	Consultant or PM	Engineer/ Architect	Designer/ Technician	Analyst	*Subtotal*	
Hourly Rates		*$265*	*$255*	*$220*	*$190*	*$165*	*$180*		
1. Kick-Off Meeting	**$6,960**	**4**	**8**	**4**	**10**	**0**	**6**	***$6,960***	
1.1 Team Kick-Off		2		2			2	*$1,330*	
1.2 Meeting Preparation		2		2	2		4	*$2,070*	
1.3 Travel Time to/from SLT (8 hours round trip, 1 trip)			8		8			*$3,560*	
2. Monthly Coordination Meetings	**$15,740**	**8**	**36**	**0**	**12**	**0**	**12**	***$15,740***	
2.1 Meetings		4	4		4		4	*$3,560*	
2.2 Meeting Preparation		4	8		8		8	*$6,060*	
2.3 Travel Time to/from SLT (8 hours round trip, 3 of these meetings on-site with remainder by web conference)			24					*$6,120*	
3. Parking Condition Assessment Report	**$29,765**	**0**	**23**	**0**	**98**	**32**	**0**	***$29,765***	
3.1 Review Existing Plans/Documentation			1		2			*$635*	
3.2 Site visit including detailed quantification of conditions			8		16			*$5,080*	
3.3 Prepare Condition Assessment Report			4		24			*$5,580*	
3.4 Prepare Repair Drawings - CD			4		24	32		*$10,860*	
3.5 Prepare Repair Specification Manual -CD			4		20			*$4,820*	
3.6 Attend Pre-bid Meeting - CD					8			*$1,520*	
3.7 Review Contractors Biddings - CD			2		4			*$1,270*	
								$0	
4. Evaluation of Circulation Pattern and Ingress/Egress	**$13,210**	**6**	**0**	**12**	**16**	**36**	**0**	***$13,210***	
4.1 Review Existing Information		2		2	2			*$1,350*	
4.2 Site Visit and Data Collection					4	4		*$1,420*	
4.3 Analyze Data		2		2	2			*$1,350*	
4.4 Prepare Permitting Documents		2		8	8	32		*$9,090*	
5. Electric Vehicle Charging Stations	**$40,160**	**8**	**0**	**56**	**52**	**96**	**0**	***$40,160***	
5.1 Review Existing Information		2		4	4			*$2,170*	
5.2 Prepare EV Recommendations		2		16	16	16		*$9,730*	
5.3 Coordination Meetings with the City		2		4	8			*$2,930*	
5.4 Analyze EV Grant Funding Options				16				*$3,520*	Leading the grant response is an additional, optional service not included in the pricing at left, to be provided upon request from the City on an hourly basis not to exceed $10,000 in total.
5.5 Prepare EV Permitting Documentation		2		16	24	80		*$21,810*	
6. Parking Access and Revenue Control	**$34,530**	**0**	**116**	**0**	**0**	**30**	**0**	***$34,530***	
6.1 Discovery process of current system and new system requirements. Includes 1 on-site visit.			16					*$4,080*	
6.2 Analyze collected discovery information and contact potential vendors as needed.			20					*$5,100*	
6.3 Prepare Draft and Final Report on PARCS system, including basic concept drawings.			40			8		*$11,520*	
6.4 Prepare PARCS Contract Specification and Procurement Documents, including DD Drawings.			32			20		*$11,460*	
6.5 Review/revision work on above, based on City feedback.			8			2		*$2,370*	
7. Program Management and Project Delivery	**$30,365**	**8**	**75**	**0**	**48**	**0**	**0**	***$30,365***	
7.1 Project Management		4	35		16		0	*$13,025*	
7.2 Construction Administration		4	24		24			*$11,740*	
7.3 Round trip travel time for Construction Admin site visits (8 hours/trip, 2 trips by PM and 1 by Engineer)			16		8			*$5,600*	
TOTAL BUDGET	**$170,730**	**34**	**258**	**72**	**236**	**194**	**18**	***$170,730***	
Estimated Reimbursable Expenses - Billed at Below Cost + 15%	**$7,475**							***$6,500***	
Travel, Lodging & Meals - 10 site trips included	$5,000							*$5,000*	
Laboratory material testing	$1,500							*$1,500*	
	$178,205		**$258**		**$236**	**$194**	**$18**	***$177,230***	

Walker Consultants

WORKPLAN AND SCHEDULE

ID	Task Name
1	Notice to Proceed
2	**Project Management**
3	**Preparation & Administration**
4	Assemble Team
5	Contracts & Insurance Certs
6	Baseline Workplan & Budget
7	**Coordination Mtgs. w/ City**
8	Kick-Off Meeting
9	**Project Status Mtgs w/ City**
20	**Condition Assessment**
21	Compile & Review Background Material
22	**Develop Repair Recommendations**
23	Facility Survey & Mat'l Testing
24	Develop Repair Item List
25	Material Lab Testing
26	Repair Strategies & Logistics
27	Estimate Probable Costs
28	Prepare Preliminary Repair Recommenda
29	Review Recommendations w/ City
30	**Vehicle Circulation Studies**
31	Review Issues & Goals
32	Prepare Circulation Options
33	Perform Queuing and Congestion Studies
34	Prepare Option Summaries
35	Review Options w/ City
36	**Parking Access & Revenue Controls**
37	Review Existing System & Issues
38	Prepare Options for New System
39	Evaluate Pros/Cons & Costs
40	Prepare Summary Recommendation
41	Obtain City Concurrence w/ Recommenations
42	**Electric Vehicle Charging Systems**
43	Review Existing Electric Infrastructure
44	Perform EV Load Calcs.
45	Identify Req'd Infrastructure Upgrades
46	Prepare Recommended System Configuration
47	Prepare Funding Grant Recommendations
48	Review EV Recommendations w/ City
49	**City Review & Approval**
50	Staff & City Council Reviews
51	Final Recommendations Approval
52	**Construction Document Preparation**
53	Structure Restoration Documents
54	Parking Access & Revenue Control Equipmen
55	Circulation and Parking Layouts
56	Electric Vehicle Chargins Systems
57	Architectural Work, Materials & Finishes
58	**Plan Check & Bidding**
59	Plan Review and Permitting
60	Const. Contractor Bidding
61	**Construction Phase**
62	**OAC Jobsite Meetings**
70	Project Complete



Project: SO LAKE TAHOE PARKING STRUCTURE
Date: Fri 3/4/22

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

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: Walker Consultants
Name: Justin Change
Title: Principal-in-Charge

By:_____

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Consultant: Walker Consultants
Name: Justin Change
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By:_____

Resolution 2022-XXX

Adopted by the South Tahoe Joint Powers Parking Financing Authority

April 5, 2022

Appropriating $205,953 for the Parking Garage Access and Revenue Control System and Modification Project and Authorizing and Directing the Chair to Execute an Agreement with Walker Consultants, Inc. in an Amount Not to Exceed $187,230

BACKGROUND

A. The South Tahoe Joint Powers Parking Financing Authority (Authority) operates the Parking Garage at One Bellamy Court.

B. The Parking Garage was constructed over 20 years ago and is the need of conditions assessment and upgrades, including structural, on-site circulation, revenue, access control system upgrades, and addition of electric vehicle charging stations, and space count system.

C. On December 8, 2021, Staff released a Request for Proposals to the public for professional consulting services to evaluate the Parking Garage and prepare Construction Documents for the necessary upgrades.

D. On January 28, 2022, staff received four proposals. Upon evaluation of the proposals by an evaluation committee, staff scored Walker Consultants, Inc., of San Francisco, CA, as the highest-ranked proposal.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the South Tahoe Joint Powers Parking Financing Authority:

1. Appropriates $205,953 into the Parking Garage Revenue Expense Account 520-05320-4230 (Contract amount plus 10% Project Contingency).
2. Authorizes and directs the Chair to execute the Professional Service Agreement with Walker Consultants, Inc, of San Francisco, CA for $187,230.

Passed & Adopted by the South Tahoe Joint Powers Parking Financing Authority on April 5, 2022 by the following vote:

Yes:

No:

Absent:

Abstain:

_____ Date: _____

Devin Middlebrook, Chair

Attest:

_____

Susan Blankenship, Secretary

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 5, 2022
Agenda Item #: 18

Agenda Item: Agenda Planning Calendar

Executive Summary:

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member:

Reviewed and Approved By:

Attachments:

APC - March 25, 2022.pdf

2022 Agenda Planning Calendar

Updated 3/25/2022

	Department	Agenda Item	Agenda Section
May 3, 9 a.m.	**City Attny**	Agreement for Wellness/Injury Prevention Services	NB
	City Manager	Lime Presentation	Presentations
	Dev Serv	Local Housing Revenue feasibility study PSA	NB
		TRPA Development Commodity Distribution Policies	NB
		PLHA Moderate Income Homebuyer Administration PSA	Consent
	Finance	City Annual Comprehensive Financial Report (ACFR) FY ended 09/30/2021	Consent
		Appropriation SLRF from the ARPA	
		Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF)	Consent
	Pub Works	Award Broadband Feasability Study	
		Maint Agreement with CALTrans for Way-Finding Signs	
		Purchase Agreement Property Acquisition Tahoe Valley Stormwater and Greenb	Consent
		PSA with Walker Telecom for Generator Install	
		Annual Report	
		Annual Parcel Tax for County Serice Area #3	PH
	Police	ABC Grant 22-23	
		Ordinance Military Policy (second Reading)	

2022 Agenda Planning Calendar

Updated 3/25/2022

	Parks & Rec	Memorandum of Understanding with Al Tahoe Pioneer Cemetery Support Committee	
May 17, 5:30 p.m.			
	City Manager		
	Finance	Investment Portfolio Report – March 31, 2022	
		Quarterly Budget and Financial Status report – March 31, 2022	
	Pub. Works	Award FY 2023 Airport Master Plan RFQ	
		PSA Consultant Services for Dennis Machida Bike Trail	
			NB
June 7, 9 a.m.	**City Clerk**	Proclamation Pride Month	
	City Manager	SW Gas Prestentation Renewable Energy Goals	
		Award RFP Video Production Services	
	Pub Works	Rec Center Presentation & Award Phase 1 Contract	
		Hazardous Materials Remediation Campground Store and Outbuildings	
June 21, 5:30 p.n	**City Council, South Tahoe Redevelopment Successor Agency Meeting**		
	City Attorney	Cannabis Tax Measure Ballot Measure	
	Dev Services	Housing Element Adoption	
	City Clerk	Resolution Calling for Consolidated Election/Ballot Measures/Offices	
	Finance	CFD 2001-1 Series 2015 Special Tax Refunding Bonds for FY 2022-2023	

2022 Agenda Planning Calendar

Updated 3/25/2022

		FY 2022-2023 Direct Charge for Mello-Roos Special Tax for CFD No. 1995-1	
	Pub Works	CIP Presentation - Policy Rankings	
		Award for Mechanical Services Contract - Ice Arena	
		EIP and Regional Project Priority Presentation	NB
Aug. 9, 9 a.m.	**City Manager**	ARPA Project Round 2 Discussion	
	Finance	Approval of Bond Financing Docs for the Rec Center Construction Financing	NB
	Dev Services	"Lease to Locals" Program Incentive	
	Pub Works	Rec Center Bonds - Position of Statement	
Aug. 23, 9 a.m.		**Budget Workshop**	
	Pub Works	Formal CIP Presentation for Adoption?	
Sept. 6, 9 a.m.			
Sept. 20, 5:30 p.n	**Pub Works**	Rec Center Award - Phase II	
Oct. 4, 9 a.m.			
Nov. 1, 9 a.m.			
Nov. 15, 5:30 p.m.			
Dec.13, 9 a.m.	**City Clerk**	Resolution Certification of Election Results	
		City Council Re-Organization	

2022 Agenda Planning Calendar

Updated 3/25/2022

	Oath of Office
	2023 Meeting Schedule
	City Council Assignments to Boards and Commissions Discussion
	League - New Mayors and Council Members Attendance
	City Employee Recognitions
Unscheduled/Pending	
City Attorney	Parking Garage License Agreement with Verizon
City Attny/PW	Undergrounding Utilities
	Amendments to Small Cell Policy
	Liberty Utilities Franchise Agreement
City Clerk	Records Management Policy (Updated)
	Policy - Use of Personal Devices for City Business
City Manager	Economic Development Strategy
	VIA Transit Analysis Report
	Juvenile Treatment Center Discussion
	Potential new City slogan
	Customer satisfaction survey(s)

2022 Agenda Planning Calendar

Updated 3/25/2022

Dev Services	Inclusionary housing ordinance
	Plan Area Statement Update for Tourist Accommodation Uses
	Tourist Core Area Plan Amendment: 3828 Montreal Rd
	RFP for consulting firms for Bijou / Al Tahoe Area Plan and Bijou Parks Master Plan
	Plan Area Statement 111 amendment
	Single Room Occupancy Program Amendments
	Outside Eating Code Review (coverage, seating, parking etc)
Fire	
Parks & Rec	
	Parks and Recreation – Bijou Golf Course Parking Lot Agreement
Public Works	**A**ward Engineering and Construction Contract South Hangar Taxi Lane Rehab
	Award Contract PD - Community Recource Center Renovations
	SEED Solar Photovoltaic Project PPA
	Award - James and Eloise Drainage Improvement Project Phase 1
	Airport Deferred Maintenance Plan
	Award 5-Year Lease/Concession for Airport Suite # 105
Recreation	Bijou Park Master Plan

2022 Agenda Planning Calendar

Updated 3/25/2022

Bijou Golf Course "Rock the Lake" Event and Review